



**Boulder County Purchasing**  
**1325 Pearl Street**  
**Boulder, CO 80302**  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

**REQUEST FOR PROPOSAL**  
**COVER PAGE**

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|-------------------------------------|--|
| RFP Number:                         | <b>6898-18</b>   |
| RFP Title:                          | <b>Construction Management and Inspection Services</b> <ul style="list-style-type: none"><li>• <b>Lefthand Canyon/Glendale Gulch Curve Realignment Project</b></li><li>• <b>Utica and Humboldt Slope Stabilization and Resurfacing Project</b></li></ul> |
| RFP Questions Due:                  | October 15, 2018 2:00 pm   |
| Submittal Due Date:                 | October 24, 2018 10:00 am  |
| Email Address:                      | <a href="mailto:purchasing@bouldercounty.org">purchasing@bouldercounty.org</a>   |
| Documents included in this package: | Proposal Instructions<br>Terms and Conditions<br>Specifications<br>Insurance and W-9 Requirements<br>Submittal Checklist<br>Evaluation Criteria<br>Signature Page<br>Sample Contract   |



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## **PROPOSAL INSTRUCTIONS**

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### **1. Purpose/Background**

Boulder County Transportation Department requests proposals from Consultants for General Civil Engineering Services to provide on-site construction management and inspection of the above-captioned projects.

The Lefthand Canyon/ Glendale Gulch Curve Realignment Project consists of reconstruction of Lefthand Canyon Drive at Glendale Gulch Road, where it was damaged by the September 2013 Flooding. Some repairs were completed on the roads and culvert under Lefthand Canyon Drive at Glendale Gulch since the flood event, but additional infrastructure repairs and drainage improvements are necessary to increase roadway safety and flood resilience. The Project area comprises approximately 600 Linear feet of Lefthand Canyon Drive at Glendale Gulch Road from north of Glendale Gulch Road to just east of the Lefthand Fire Protection District Glendale Station.

The Utica and Humbolt Slope Stabilization Resurfacing Project consists of repairing roads in the Town of Ward within Boulder County, where it was damaged by the September 2013 flooding. Repairs includes full depth reclamation of the existing asphalt approximately 2,500 LF of Utica Street; & patching and overlay 2,600 LF of Humboldt Street. Additionally, about 300 LF of Utica Street embankments will be repaired with gabion walls.

**Specifications and a sample contract with a CDBG-DR specific addendum are attached. The successful proposer shall execute the attached addendum as part of any contract with the county, and comply with all CDBG\_DR requirements set forth in that addendum. Responses to this solicitation containing “cost plus” and/or “administrative expenses” and/or “time and material (T&M), unless otherwise exempted” will not be accepted.**

## Written Inquiries

All inquiries regarding this RFP will be submitted via email to the Boulder County Purchasing Office at [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org) on or before 2:00 p.m. **October 15, 2018**. A response from the county to all inquiries will be posted and sent via email no later than **October 18, 2018**.

**Please do not contact any other county department or personnel with questions or for information regarding this solicitation.**

## 2. Submittal Instructions

Submittals are due at the Administrative Services Information Desk or email box (preferred) listed below, for time and date recording on or before **10:00 a.m. Mountain Time on October 24, 2018**.

**Your response can be submitted in the following ways. Please note that email responses to this solicitation are preferred, but are limited to a maximum of 25MB capacity. NO ZIP FILES ALLOWED. Electronic submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.**

**Email**      [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org); identified as **RFP #6898-18** in the subject line.

-OR-

**US Mail**    One (1) unbound copy of your submittal, printed double-sided, 11 point, on at least 50% post-consumer, recycled paper must be submitted in a sealed envelope, clearly marked as **RFP #6898-18**, to the Administrative Services Information Desk located at 1325 Pearl Street, Boulder, CO 80302.

All RFPs must be received and time and date recorded by authorized county staff by the above due date and time. Sole responsibility rests with the proposer to see that their RFP response is received on time at the stated location(s). Any responses received after due date and time will be returned to the proposer.

The Board of County Commissioners reserves the right to reject any and all responses, to waive any informalities or irregularities therein, and to accept the proposal that, in the

opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.

**Americans with Disabilities Act (ADA):** If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator or the Human Resources office at (303) 441-3525 at least 48 hours before the scheduled event.



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## **TERMS AND CONDITIONS**

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1. Proposers are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the proposer's risk.
  2. Each proposer will furnish the information required in the Request for Proposals.
  3. The Contract/Purchase Order will be awarded to that responsible proposer whose submittal, conforming to the Request for Proposals, will be most advantageous to the County of Boulder, price and other factors considered.
  4. The County of Boulder reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
  5. No submittal will be withdrawn for a period of thirty (30) days subsequent to the opening of proposals without the consent of the County Purchasing Agent or delegated representative.
  6. A signed purchase order or contract furnished to the successful proposer results in a binding contract without further action by either party.
  7. Late or unsigned proposals will not be accepted or considered. It is the responsibility of proposers to ensure that the proposal arrives at the Administrative Services Information Desk prior to the time indicated in the "Request for Proposals."
  8. The proposed price will be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
  9. Any interpretation, correction or change of the RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and proposer will not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral

clarification.

10. Confidential/Proprietary Information: Proposals submitted in response to this “Request for Proposals” and any resulting contract are subject to the provisions of the Colorado Public (Open) Records Act, 24-72-201 et.seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the proposal and any resulting contract will be clearly stated in the proposal itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. **Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor proposal price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.**
11. Boulder County promotes the purchase/leasing of energy efficient, materials efficient and reduced toxic level products where availability, quality and budget constraints allow. Proposers are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Proposers are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product, but is not excessive.



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## **SCOPE OF SERVICES**

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### **Section 1 – Project Information**

#### **A. Project Description:**

##### The Lefthand Canyon/ Glendale Gulch Curve Realignment Project

Project consists of reconstruction of Lefthand Canyon Drive at Glendale Gulch Road, where it was damaged by the September 2013 Flooding. Some repairs were completed on the roads and culvert under Lefthand Canyon Drive at Glendale Gulch after the flood event, but additional infrastructure repairs and drainage improvements are necessary to increase roadway safety and flood resilience. The Project area comprises approximately 600 Linear feet of Lefthand Canyon Drive at Glendale Gulch Road from north of Glendale Gulch Road to just east of the Lefthand Fire Protection District Glendale Station.

Repairs include structural modifications to the box culvert, headwalls, and wingwalls along with scour protection. The concrete box culvert will be extended 16 feet on the upstream end for the realignment of Lefthand Canyon Drive. The Project shifts Lefthand Canyon Drive away from adjacent buildings located along the inside of the curve and includes drainage improvements to mitigate flooding of the adjacent property. Additional roadway improvements include repairs to the existing pavement, recompaction of the existing concrete box culvert, embankment stabilization, guardrail relocation, superelevation of Glendale Gulch Curve for a 30MPH design speed, signing, and pavement markings. Utility relocations will be required and performed by others. All work shall be completed within existing right-of-way and permanent easements.

##### The Utica and Humbolt Slope Stabilization and Resurfacing Project

Project consists of repairing flood roads in Boulder County. Prior to September 12, 2013 Utica Street was a paved roadway approximately 22' wide in the Boulder County foothills with Indiana Gulch running along one side. With the recent flooding event the section of roadway from the south town limit to the intersection with Columbia Street has been damaged by subsidence caused by slope toe erosion from water flow in adjoining Indiana Gulch. The Creekside slope has been over steepened also by shoulder erosion from overland sheet flow.

Repairs include full depth reclamation of the existing asphalt on approximately 2,500 LF of Utica Street; & patching and overlay 2,600 LF of Humboldt Street. About 300 LF of Utica Street embankments will be repaired with gabion walls.

## **B. Agency Involvement:**

The Owner of this construction project is Boulder County. Construction funding is through U.S. Department of Housing and Urban Development (“HUD”) and Boulder County Collaborative (BCC) Community Development Block Grant – Disaster Recovery (CDBG-DR). The construction management and inspection services task order will be between the County and the chosen Continuing Services consultant. The County will have one (1) Project Engineer that represents the County on a regular basis. The agency representatives during construction are as follows:

|                    |   |
|--------------------|---|
| Project Engineer:  | Colton Coughlin, Boulder County         |
| Project Oversight: | Kristine Obendorf, P.E., Boulder County |

## **C. Working hours:**

Full time services are anticipated from approximately late winter/early spring 2019 to fall 2019 (includes the duration of the construction, potential adjustments to construction contract time, plus pre and post construction activities, as required). For the majority of the project, night work will not be required. Work may be required on weekends, and/or holidays. Work weeks may be in excess of or less than the standard 40-hour week. Standard working hours are 7am-6pm Monday-Friday, March 1 to October 31 and 8am-4:30pm Monday –Friday, November 1 to February 28 unless approved by the Engineer. The construction period is anticipated to last for approximately 55 working days for the Lefthand Canyon /Glendale Gulch Curve Realignment Project and 70 working days for the Utica and Humboldt Slope Stabilization and Resurfacing Project.

## **D. Construction Management & Inspection Consultant Contract:**

- *Routine Billing & Reporting:* The CMI Consultant shall provide monthly billing reports in formats suitable to the Project Engineer for all activities performed by the consultant personnel.

The CM&I Consultant shall bear all costs related to consultant caused delays of construction, including geotechnical and material testing, when required.

- *Status of Contract:* The CM&I Consultant shall monitor the fiscal status of the contract and advise the Project Engineer of any potential for supplementing their contract.
- *Travel:* All travel time and mileage will be considered part of the work and will not be reimbursed separately.

## **Section 2 – General Requirements**

**A. Project Standards:** Construction Management and Inspection shall be in accordance with the latest versions of the Colorado Department of Transportation’s Construction Manual, Field Materials

Manual, Standard Specifications for Road and Bridge Construction, Boulder County Multimodal Transportation Standards, Standard and Project Special Provisions, applicable M&S Standards, the project plans, permits, and other documents governing the construction of the project. All applicable manuals, plans, and specifications shall be on-site with the on-site Construction Inspector.

- B. Vehicle:** The consultant shall furnish the appropriate number of suitable vehicles equipped with appropriate safety measures (e.g. flashing amber beacon). Employees required to operate vehicles must possess and maintain a valid driver's license.
- C. Equipment:** When applicable, the project will provide field office space. The consultant shall furnish a computer with internet and loaded with MS Office and Adobe Pro software, four (4) gigabyte flash drive (at a minimum), color printer, cellular phone, calculator, safety equipment, and other miscellaneous supplies as necessary.
- D. Project Staffing Authority:** Boulder County's Project Engineer is in direct charge of the work and is responsible for administration of the project contract. The CM&I Consultant Engineer shall report directly to the Project Engineer. A minimum of one CM&I Consultant personnel shall be on the project when the Contractor is working.
- E. General Construction Management Support:**
  - During construction:
    - i. *Traffic Control:* Monitor the Contractor's implementation of traffic signing, barriers, and other traffic control measures.
    - ii. *Daily Quality Control Inspection & Quantity Control:* Perform daily quality control inspections for conformance with the contract documents. Quantities of work elements of construction will be measured and recorded to support the preparation and processing of progress pay estimates to the Contractor.
    - iii. *Project Documentation:* Prepare and review Inspector's progress reports and complete appropriate forms and paperwork as described in Exhibit A, CDBG-DR Public Infrastructure Program Required Procurement and Contract Documents, and Exhibit B, Boulder County Construction Management Requirements for External Construction Management (Exhibit B).
    - iv. *Immediate Notifications:* Monitor construction operations and notify Boulder County immediately if the following is encountered:
      - 1. Contaminated Material
      - 2. Artifacts
      - 3. Nesting Birds
  - Post Construction:
    - i. Assist with as-constructed drawings as appropriate, including final pay quantities.
    - ii. Prepare final pay estimate.
    - iii. Project close out tasks as required
- F. Submittal of Final Documentation:** Final documentation shall be submitted to the Boulder County Project Engineer within 30 working days after project acceptance.

### **Section 3 – Personnel**

The requested personnel staffing for the construction management services for the project include: one (1) Consultant Project Engineer, one (1) (at a minimum) onsite Construction Inspector, one (1) Administrative Assistant (Assistant) (preferred but not necessary) and one (1) Materials Tester to be utilized on the project. If an Assistant is not provided, the Consultant must also meet the requirements for the Assistant. As appropriate, personnel shall provide a copy of certifications and/or licensing before work begins but is not required as part of the Request for Proposal. Personnel that fail to perform work in an acceptable manner shall be removed from the project when determined and directed by Boulder County. The Construction Management and Inspection Consultant shall assign personnel for the duration of the Contract, unless otherwise approved by the Project Engineer. All personnel shall be available to review work, resolve problems, and make decisions in a timely manner as requested by Boulder County.

#### **A. Consultant Project Engineer (“Consultant”)**

The Consultant Project Engineer shall be permanently assigned to the project and shall be responsible for the administration of the construction contract. The Consultant shall furnish to Boulder County, the phone number where the Consultant Project Engineer can reasonably expect to make contact promptly with the consultant at all times during the project, unless otherwise approved by the Boulder County Project Engineer (“Engineer”).

The Consultant shall have the following qualifications:

- Sufficient education, training and experience to meet the minimum qualification comparable to a Boulder County Engineer II, which includes a valid Professional Engineer’s License, and be experienced and competent in all aspects of construction within the scope of this project,
- Minimum of six (6) years of experience supervising the work of project inspectors and managing construction in related road and culvert projects, and
- Thorough knowledge of the use and completion of CDOT forms and documentation, including the CDOT Construction Manual, the CDOT Materials Manual, the CDOT Inspector’s Checklist, and Boulder County’s Construction requirements.

The Consultant’s responsibilities may include, but are not limited to the following:

- Supporting Boulder County’s staff through management of the construction project,
- Certifying in writing all inspection, materials, material testing and construction management conforms to the plans, specifications and purpose of design,
- Preparing and transmitting updates of construction schedule and activities to the Engineer,
- Preparing routine correspondence to the Contractor, Boulder County, other agencies, as appropriate, etc.,
- Performing Construction Inspection responsibilities as delineated below, and
- Performing Schedule Analysis, as follows:

- i. Review contractor's accepted as-planned schedule, schedule updates, and method statements for compliance with contract requirements,
- ii. Assemble and review as-built data and develop a current as-built schedule,
- iii. Perform a schedule delay analysis and determine amount of excusable delays,
- iv. Prepare schedule reports and exhibits to assist in the evaluation of schedule delays and remaining as-planned work, and
- v. Provide ongoing schedule review and evaluation support through project completion.

## **B. Construction Inspector ("Inspector")**

The Inspector(s) shall be permanently assigned to the project and shall be responsible for the everyday inspection of the construction contract. The Inspector shall have the following qualifications:

- Sufficient education, training, and experience to meet the minimum qualification comparable to a Boulder County Senior Engineering Tech employee and be experienced and competent in all aspects of construction within the scope of this project,
- Minimum of three (3) years of experience in inspecting construction in related road and culvert projects,
- Thorough knowledge of the use and completion of CDOT forms and documentation, including the CDOT Construction Manual, the CDOT Materials Manual, the CDOT Inspector's Checklist and Boulder County's Construction requirements,
- Knowledge of HUD and CDBG-DR documentation requirements preferred

The Inspector's responsibilities may include, but are not limited to, the following:

- Perform duties described in the CDOT's and Boulder County's Inspectors Checklists,
- Monitor and document Contractor payroll compliance,
- Participate in weekly progress meetings with contractor, sub-contractors, utilities, and other interested parties,
- Secure project documentation from the Contractor,
- Anticipate project problems and suggesting recommended solutions to the Consultant and Boulder County Engineer.
- Review drawings and data submitted by the construction contractor or suppliers for conformance with the intent of the specifications. Inform and obtain concurrence as needed from the Consultant and Boulder County Project Engineer and keep relevant documentation for project records,
- Maintain accurate notes reflecting actual construction details that can be used in preparation for as-constructed plans,
- Communicate with adjacent landowners to resolve issues that may arise due to construction, as required,
- Review the Contractor's Method of Handling Traffic (MHT),

- Monitor compliance with and taking appropriated action to preserve safety on the project in accordance with the MHT and the Manual of Uniform Traffic Control Devices,
- Provide initial, follow-up, and final inspections of work in progress including interim and final measurements,
- Coordinate with the Tester to ensure testing requirements are met,
- Notify the Contractor, Consultant, and Engineer of non-compliance with the contract plans and specifications in a timely manner,
- Prepare inspection documentation for development of progress payments,
- Prepare standard documentation reports no later than the following Monday of the week,
- Provide liaison and communication to contractor field crews,
- Assist in preparing the as-constructed plans upon completion,
- Assist in preparing punch lists of uncompleted work, non-conformance reports, and deficiency notices, and
- Assist in preparing responses to contractors' and suppliers' requests for information, submittals, change notices, claims, and correspondences.

#### **C. Administrative Assistant ("Assistant")**

The Assistant shall have sufficient education, training, and experience to assist the Consultant and Inspector(s) with the project documentation including, at a minimum, CDOT payrolls, DBE paperwork, pay estimates and file organization. In addition, this person shall have sufficient expertise in Adobe, MS Word and MS Excel.

#### **D. Materials Tester (or sub-consultant) ("Tester")**

The Tester shall provide testing services in accordance with the CDOT Field Materials manual and all other applicable testing standards.

The Tester shall have the following qualifications:

- ACI Level 1 testing technician
- ACI Aggregate testing technician

The Tester's responsibilities may include, but are not limited to, the following:

- Sample, test, inspect, and document all materials generated and produced on the project. This includes: materials delivered to the project that are listed in the Summary of Approximate Quantities in accordance with Boulder County's SCHEDULE; and materials that may be added to the project through contract modification; and altered material quantities whether increased or decreased.

## **Section 4- Certification Requirements**

The following certifications or training are required as shown below. If any personnel have additional training or certifications, please include that information in the proposal (i.e. guardrail, materials, traffic control).

### **A. All Projects:**

- Inspector shall have:
  - i. Erosion Control Supervisor Certification
  - ii. Traffic Control Supervisor Certification (preferred)

## **Section 5 – Service Expectations and Requirements**

### **Construction Management and Inspection Service Expectations and Requirements:**

The consultant shall provide support to the project through assignment of personnel to perform all project management, material testing, and construction oversight and inspection responsibilities. The consultant is responsible for performing and coordinating all geotechnical and material inspection for project construction. Management and inspection responsibilities include, but are not limited to, the performance of the construction activities below. In addition, prepare and review paperwork as described in Exhibit A, CDBG-DR Public Infrastructure Program Required Procurement and Contract Documents, and Exhibit B, Boulder County Construction Management Requirements for External Construction Management (Exhibit B)

#### Project Documentation

- Secure project documentation from the contractor, including submittals (e.g. shop drawings, material sheets) for approval by the County.
- Prepare and transmit updates of construction activities to the Engineer on a weekly basis.
- Prepare and maintain daily logs (written and photo) documenting daily activities and transmit to the Engineer.
- Aid in the preparation of correspondence to the contractor, local agencies, etc.
- Coordinate and perform geotechnical and material testing (e.g. rebar inspection, soil compaction, concrete testing).
- Oversee the contractor's project safety management plan and monitor a safe work site.
- Maintain materials documentation, inspection reports, and payment information in a manner that allows easy access on site.
- Assist in preparing responses to contractors' and suppliers' requests for information, submittals, change notices, claims, and correspondence.
- Maintain written documentation to support all contractor payments.
- Prepare pay estimates for County approval.
- Maintain contract time count.
- Maintain oversight of construction traffic control documentation, approved plans, and traffic control supervisor's diary.
- Prepare all Change Orders for County approval.

- Document out-of-specification items for removal or price adjustment.
- Assist in preparing punch lists of uncompleted work, non-conformance reports, and deficiency notices.
- Review Certified Payrolls for Davis Bacon Wages and compliance reviews in compliance with CDOT certified payroll standards.
- Consultant shall have bilingual staff or an interpreter to conduct Davis Bacon interviews.
- Project Documentation will be uploaded using Salesforce online management software.

#### Project Management/Facilitation

- Attend preconstruction meeting and lead weekly progress meetings with contractor, subcontractors, utilities, and other interested parties.
- Communicate with adjacent landowners, as required.
- Facilitate approval of the construction traffic control plan with County.
- Facilitate discussions between contractor and Engineer of non-compliance with the contract plans and specifications.
- Perform miscellaneous related duties as requested by the Engineer.
- Be a liaison between County and contractor.
- Communicate issues with contractor.
- Coordinate required environmental assessments and permitting with contractor activities (e.g. burrowing owls, nesting birds, flood permits).
- Perform walk through of project with County and contractor for final billing.
- Communicate right-of-way boundaries with contractor.

#### Plan Adherence/Review

- Review drawings and data submitted by the construction contractor and suppliers for conformance with the intent of the specifications. Inform and obtain concurrence as needed from the Engineer and keep relative documentation for project records.
- Monitor compliance with and taking appropriate action to preserve safety on the project for all workers and traveling public in accordance with approved Method of Handling Traffic (MHT).
- Initial, follow up, and final inspections of work in progress.
- Review geotechnical and material test results.
- Review final materials documentation with Boulder County.
- Ensure construction is completed per plans and specifications.
- Measure quantities as placed on the project per specifications.
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### **SECTION 6: SUBMITTAL REQUIREMENTS**

1. Name, address, phone number and contact person for your company.
2. A cover letter indicating your desire to be considered.
3. Brief qualifications of the team and firm including experience of the team members, and firm's experience with similar projects.

4. Project approach and a list of critical issues that the consultant considers to be of importance for the project.
5. A detailed scope of work is included within this RFP- please note any suggested revisions or additions to the scope of work. Include an approach to quality control, project management, and team communication. Upon award of selection, the scope of work may be revised with County staff to formulate the final scope of work for the project.
6. An all-inclusive itemized budget (time and materials not to exceed). Provide a fee proposal broken down by tasks, staff classifications and hourly rates (must match approved rates in the existing contract) separated for each of the two projects
7. Please limit the proposal to a maximum of 6 pages.
8. Additional forms to be submitted with proposal (included in Appendix A):
  - MBE/WBE and Labor Surplus Area Procurement Clause (Please note there is no minimum MBE/WBE requirement but consultant must show effort and include this form).
  - Form of Statement of Bidder's Qualifications
  - Certificate of Corporate Principal
  - Certification of Bidder Regarding Equal Employment Opportunity
  - Certifications of Bidder Regarding Civil Rights
  - Non-Collusion Affidavit of Prime Bidder
  - Contractor/Subcontractor's Section 3 Plan
  - Contractor/Subcontractor's Section 3 Tables A & B
  - Certification of Bidder Regarding Section 3
  - Section 3 Certification for Business

Please note additional forms to be submitted prior to contract (task order) award on Page 7 of the attachment in Appendix A.

Please note additional forms for use during the contract term on Page 7 of the attachment in Appendix A.

## **SECTION 7: SELECTION CRITERIA**

Firms will be scored based on their firm/team and individual qualifications, as outlined in their proposal and how they meet the criteria below (score up to four [4] points each category, relative percentages shown):

- 25%: Qualifications of personnel - How much experience does each/all team member(s) have with similar projects including Boulder County experience, and availability of personnel
- 25%: Qualifications of firm – Demonstrated experience of the firm and sub-consultants with similar projects including Boulder County experience
- 25%: Project understanding, approach and schedule
- 25%: Cost



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## **INSURANCE AND W-9 REQUIREMENTS**

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### **INSURANCE REQUIREMENTS**

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|---|--|
| <b>General Liability</b>                              | \$1,000,000 Each Occurrence<br>\$2,000,000 General Aggregate<br>\$2,000,000 Products Completed Operations Aggregate<br>3 years Products/Completed Operations |
| <b>Excess or Umbrella</b>                             | \$1,000,000  |
| <b>Automobile Liability</b>                           | \$1,000,000 Each Accident<br>*Including Hired & Non-Owned Auto   |
| <b>Worker's Compensation and Employer's Liability</b> | Statutory limits   |
| <b>Professional Liability or Errors and Omissions</b> | \$3,000,000 Per Loss<br>\$3,000,000 Aggregate<br>Coverage maintained or extended discovery period for 2 years  |

Note that the above insurance amounts are the minimum required for this project. **Proof of current insurance must be provided with your proposal in the form of a sample certificate or your proposal will be deemed non-responsive.** If you require a waiver of insurance requirements (e.g. Workers' Compensation and sole proprietorships) you may request one in your response with an explanation.

New certificates will be requested if the contract process takes more than 30 days after an award.

### **W-9 REQUIREMENT**

Provide a copy of your business's W-9 with your proposal.

**SAM.gov REGISTRATION**

Please provide a copy of your business' registration in sam.gov with your proposal.

**DUNS NUMBER**

Please provide your business' DUNS number with your proposal.



## How to register your entity to be eligible for GRANTS in SAM:

### Before you register, you need to know the following:



#### What is an Entity?

In SAM, your company/business/organization is now referred to as an "Entity."

- **REGISTERING IN SAM IS FREE.**
- If you were registered in CCR, your company's information is already in SAM. You just need to set up a SAM account. See the "Migrating Roles" Quick Start Guide.



#### Your Entity's DUNS Number

You need a DUNS to register your entity in SAM.

- If you do not have a DUNS number, you can request a DUNS number for free by visiting D&B at <http://fedgov.dnb.com/webform>
- It takes 1-2 business days to obtain a DUNS.



#### Your Entity's Taxpayer Identification Number (TIN)

You need your entity's Tax ID Number (TIN) and taxpayer name (as it appears on your last tax return). Foreign entities that do not pay employees within the U.S. do not need to provide a TIN.

- A TIN is an Employer Identification Number (EIN) assigned by the Internal Revenue Service (IRS).
- Sole proprietors may use their Social Security Number (SSN) assigned by the Social Security Administration (SSA) if they do not have a TIN, but please be advised it will not be treated as privacy act data in SAM.
- To obtain an EIN visit:  
[www.irs.gov/businesses/small/article/0,,id=102767,00.html](http://www.irs.gov/businesses/small/article/0,,id=102767,00.html)
- Activating a new EIN with the IRS takes 2-5 weeks.



### Steps For Registering Your Entity in SAM

1. Go to [www.sam.gov](http://www.sam.gov)
2. Create a Personal Account and Login
3. Click "Register New Entity" under "Manage Entity" on your "My SAM" page
4. Select your type of Entity
5. Select "No" to "Do you wish to bid on contracts?"
6. Select "Yes" to "Do you want to be eligible for grants and other federal assistance?"
7. Complete "Core Data"
  - ✓ Validate your DUNS information
  - ✓ Enter Business Information (TIN, etc.)
  - ✓ Enter CAGE code if you have one. If not, one will be assigned to you after your registration is completed. Foreign registrants must enter NCAGE code.
  - ✓ Enter General Information (business types, organization structure, etc)
  - ✓ Financial Information (Electronic Funds Transfer (EFT) Information)
  - ✓ Executive Compensation
  - ✓ Proceedings Details
8. Complete "Points of Contact"
9. Your entity registration will become active after 3-5 days when the IRS validates your TIN information.

How do I get more information? Take a look at the SAM User Guide.



Go to Our Website: [www.sam.gov](http://www.sam.gov)



Contact the SAM Help Desk: [www.fsd.gov](http://www.fsd.gov)





**Boulder County Purchasing**  
**1325 Pearl Street**  
**Boulder, CO 80302**  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

## **SUBMITTAL SECTION**

The proposer's attention is especially called to the items listed below, which must be submitted in full as part of the PROPOSAL. Failure to submit any of the documents listed below as a part of your PROPOSAL, or failure to acknowledge any addendum in writing with your PROPOSAL, or submitting a proposal on any condition, limitation or provision not officially invited in this Request for Proposal (RFP) may be cause for rejection of the PROPOSAL.

**THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL PACKAGE:** Proposer will check each box indicating compliance:

| <b>INCLUDED</b> | <b>ITEM</b>   |
|-----------------|---|
|                 | Name and Address of the Partners and Subcontractors if applicable   |
|                 | A detailed project schedule with an all-inclusive total cost  |
|                 | Information on the relevant experience of key personnel   |
|                 | Submit a copy of any contract you would require to be executed in this process  |
|                 | Submit three references for similar projects your company has completed within the last three years and contact information |
|                 | Insurance Certificate   |
|                 | W-9   |
|                 | Signature Page  |
|                 | Addendum Acknowledgement(s) (If Applicable)   |



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## **EVALUATION CRITERIA**

---

The proposals will be reviewed by a selection committee. The committee may request additional information from vendors or request interviews with one or more vendors. Final evaluation and selection may be based on, but not limited to, any or all of the following:

- 25%: Qualifications of personnel - How much experience does each/all team member(s) have with similar projects including Boulder County experience, and availability of personnel
- 25%: Qualifications of firm – Demonstrated experience of the firm and sub-consultants with similar projects including Boulder County experience
- 25%: Project understanding, approach and schedule
- 25%: Cost

**A scoring matrix with the order and priority of criteria to be used by the county in its evaluation and selection process is shown below:**

| <b>Description</b>                           | <b>Points</b> |
|--|---------------|
| Qualification of personnel                   | 25            |
| Qualification of firm                        | 25            |
| Project Understanding, approach and schedule | 25            |
| Cost   | 25            |
|  |               |
|  |               |
| <b>Total Possible</b>                        |               |



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**1325 Pearl Street**  
**Boulder, CO 80302**  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

### **SIGNATURE PAGE**

| Contact Information   | Response |
|---|----------|
| Company Name including DBA  |          |
| List Type of Organization (Corporation, Partnership, etc.)                          |          |
| Name, Title, and Email Address of Person Authorized to Contract with Boulder County |          |
| Company Address   |          |
| Company Phone Number  |          |
| Company Website   |          |

**By signing below I certify that:**

I am authorized to bid on my company's behalf.

I am not currently an employee of Boulder County.

None of my employees or agents is currently an employee of Boulder County.

I am not related to any Boulder County employee or Elected Official.

(Sole Proprietorships Only) I am not a Public Employees' Retirement Association (PERA) retiree.

\_\_\_\_\_  
**Signature of Person Authorized to Bid on  
Company's Behalf**

\_\_\_\_\_  
**Date**

Note: If you cannot certify the above statements, please explain in a statement of explanation.

## SAMPLE ONLY

### BOULDER COUNTY (name of service contracting for) CONTRACT

---

THIS CONTRACT ("Contract") is entered into between the County of Boulder, State of Colorado, acting by and through its Board of County Commissioners ("County") and      (name of company)      ("Contractor"), (collectively, the "Parties").

In consideration of the rights and obligations specified below, the County and the Contractor agree as follows:

1. Incorporation into Contract: The following documents (the "Contract Documents") are each expressly incorporated into this Contract by reference:
  - a. *The Invitation for Bid and Bid Specifications of Boulder County Bid No. \_\_\_\_\_* together with any alterations and/or modifications to these Specifications (the "Bid Documents"); **[if applicable]**
  - b. Contractor's proposal in response to the Bid Document (the "Proposal"); **[if applicable]**
  - c. The scope of services, attached hereto as Exhibit A (the "Scope of Services"); **[if applicable]** and
  - d. The fee schedule, attached hereto as Exhibit B (the "Fee Schedule"). **[if applicable]**
2. Work to be Performed: The Contractor will, in a good and workmanlike manner and at its own cost and expense, furnish all labor and equipment and do all work necessary and incidental to performing (specify type of work) as specified in the Contract Documents and this Contract (the "Work"). The Contractor shall perform the Work in strict accordance with the Bid Documents and this Contract.
3. Term of Contract: This Contract shall begin and become effective on the date of execution by the parties, which date is the date specified on the signature page of this Contract. Under this Contract, the Contractor shall begin Work on (date) and shall continue through (date).
4. Payment for Work Performed: In consideration of the Work to be performed by the Contractor, and subject to paragraph 14, the County shall pay to the Contractor, in accordance with the Bid Documents, \$ (contract price) .
5. Extension and/or Renewal of Contract Term:
  - a. The County, in its sole discretion, may elect to extend the term of this Contract. In the event the County elects to exercise this right, it shall send notice to Contractor, pursuant to paragraph 15, of its intent to extend the term of the Contract. The notice shall set forth the length of the extension.

- b. Upon mutual agreement by the parties, this Contract may be renewed for four additional one-year periods through date during which time this Contract shall be in full force and effect, subject to the termination provisions of paragraph 14. If this option to renew is exercised, the parties shall execute a written agreement no later than thirty (30) days before the expiration of this Contract or any subsequent renewals.
- c. All of the provisions of this Contract shall remain in full force and effect during any extension or renewed term except that the scope of services and compensation to be paid to Contractor during any extension or renewed term shall be mutually agreed upon prior to the commencement of any extension or renewed term. The agreed upon scope of services and compensation shall be reduced to writing, signed by both parties, and attached to this Contract.
- d. **TEN CALENDAR DAYS BEFORE THE COMMENCEMENT OF ANY EXTENDED TERM THE CONTRACTOR SHALL SUBMIT TO THE COUNTY PROOF OF INSURANCE AS REQUIRED IN PARAGRAPH 9.**
- e. Should the Parties fail to agree upon the scope of services or compensation to be paid to Contractor for any extension or renewed term, or should Contractor fail to submit the required documents within the time period specified in paragraph 5(d), then this Contract shall terminate at the end of the then current term and no extension or renewal of the term of the Contract shall occur.

6. Quality of Performance: The Contractor shall perform the Contract in a manner satisfactory and acceptable to the County. The County shall be the sole judge of the quality of performance.

7. Schedule of Work: The Contractor shall perform the Work during the hours designated by the County so as to avoid inconvenience to the County and its personnel and interference with the County's operations.

8. Indemnity: The Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Contractor, its employees, agents, representatives or other persons acting under the Contractor's direction or control in performing or failing to perform the Work under this Contract. The Contractor will indemnify and hold harmless the County, its elected and appointed officials, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of the Contractor, its employees, agents or representatives, or other persons acting under the Contractor's direction or control.

9. Insurance Requirements: The Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance for purposes of insuring the liability risks which the Contractor has assumed until this Contract has expired or is

terminated:

a. Commercial General Liability.

This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate.

b. Automobile Liability.

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.

c. Workers' Compensation and Employer's Liability.

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

d. Umbrella / Excess Insurance

Umbrella/Excess Liability insurance in the amount \$1,000,000.00, following form.

e. Professional Liability (Errors and Omissions).

Professional liability coverage with minimum limits of \$3,000,000 Per Loss and \$3,000,000 Aggregate. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims made basis. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

The Contractor shall provide a Certificate of Insurance to Boulder County demonstrating that the insurance requirements have been met prior to the commencement of Work under this Contract. Boulder County shall be named as an additional insured for General Liability and Pollution Liability, as designated in the contract. Additional insured shall be endorsed to the policy.

**THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS:** *County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.*

Contractor shall forward certificates of insurance directly to (\_\_\_\_) **Agency / Department**

**Representative's Name & Address).**

**Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the County, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the County of any cancellation, suspension, and/or nonrenewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

Please forward certificates to the county representative named above.

10. **Nondiscrimination:** The Contractor agrees to comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, state and federal laws respecting discrimination and unfair employment practices. Boulder County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable federal, state or local law and the Boulder County Policy manual (of which is available upon request).

11. **Nondiscrimination Provisions Binding on Subcontractors:** In all solicitations by the Contractor for any Work related to this Contract to be performed under a subcontract, either by competitive bidding or negotiation, the Contractor shall notify each potential subcontractor of the Contractor's obligations under this Contract, and of all pertinent regulations relative to nondiscrimination and unfair employment practices.

12. **Information and Reports:** The Contractor will provide to authorized governmental representatives, including those of the County, State and Federal Government, all information and reports which they may require for any purpose authorized by law. The Contractor will permit such authorized governmental representatives access to the Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where any information required by any such authorized government representative is in the exclusive possession of a person other than the Contractor, then such Contractor shall so certify to the County, and shall explain what efforts it has made to obtain the information.

13. **Independent Contractor:** The Parties recognize and agree that the Contractor is an independent contractor for all purposes, both legal and practical, in performing services under this Contract, and that the Contractor and its agents and employees are not agents or employees of Boulder County for any purpose. As an independent contractor, the Contractor shall be responsible for employing and directing such personnel and agents as it requires to perform the services purchased under this Contract, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions.

**Contractor acknowledges that it is not entitled to unemployment insurance benefits or workers' compensation benefits from Boulder County, its elected officials, agents, or any program administered or funded by Boulder County. Contractor shall be entitled to unemployment insurance**

or workers' compensation insurance only if unemployment compensation coverage or workers' compensation coverage is provided by Contractor, or some other entity that is not a party to this Contract. Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Contract.

14. Termination and Related Remedies:

- a. The other provisions of this Contract notwithstanding, financial obligations of Boulder County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. **Boulder County is prohibited by law from making financial commitments beyond the term of its current fiscal year.** The County has contracted for goods and/or services under this Contract and has reason to believe that sufficient funds will be available for the full term of the Contract. Where, however, for reasons beyond the control of the Board of County Commissioners as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, the County shall have the right to terminate this Contract by providing seven (7) days written notice to the Contractor pursuant to paragraph 15, and will be released from any and all obligations hereunder. If the County terminates the Contract for this reason, the County and the Contractor shall be released from all obligations to perform Work and make payments hereunder, except that the County shall be required to make payment for Work which has been performed by the Contractor prior to the effective date of termination under this provision; and, conversely, the Contractor shall be required to complete any Work for which the County has made payment prior to providing written notice to the Contractor of the termination.
- b. The preceding provisions notwithstanding, the County may terminate this Contract, either in whole or in part, for any reason, whenever the County determines that such termination is in the County's best interests. Such termination shall be effective after the County provides seven (7) days written notice to the Contractor pursuant to paragraph 15.
- c. In the event the County exercises either of the termination rights specified in paragraphs 14(a) or 14(b), this Contract shall cease to be of any further force and effect, with the exception of all Contract remedies which are specified herein and may otherwise be available to the parties under the law, and with the exception of any rights or liabilities of the parties which may survive by virtue of this Contract.

15. Notices: For purposes of the notices required to be provided under paragraphs 5, 9, and 14, all such notices shall be in writing, and shall be either sent by Certified U.S. Mail - Return Receipt Requested, Electronic Mail, or hand-delivered to the following representatives of the parties at the following addresses:

For the County: (enter DH/EO's name, Department, Mailing and Email Address)  
For the Contractor: (enter Contractor's name, Mailing and Email Address)

In the event a notice is mailed pursuant to the provisions of this paragraph, the time periods specified in paragraph 14 shall commence to run on the day after the postmarked date of mailing.

16. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally. Without limiting the scope of this provision, the Contract is specifically subject to the following statutory requirement:

Contract payments may be withheld pursuant to C.R.S. § 38-26-107 if the County receives a verified statement that the Contractor has not paid amounts due to any person who has supplied labor or materials for the project.

17. Prohibitions on Public Contract for Services:

Pursuant to Colorado Revised Statutes (C.R.S.), § 8-17.5-101, et seq., as amended, the Contractor shall meet the following requirements prior to signing this Contract (public contract for service) and for the duration thereof:

A. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

B. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

C. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

D. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

E. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and, terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous sentence, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F. Contractor shall comply with any reasonable requests by the Department of

Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

G. If Contractor violates any provisions of this Section of this Contract the County may terminate this Contract for breach of contract. If the Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

18. Amendments: This Contract may be altered, amended or repealed only on the mutual agreement of the County and the Contractor by a duly executed written instrument.

19. Assignment: This Contract shall not be assigned or subcontracted by the Contractor without the prior written consent of the County.

20. Complete Agreement/Binding Effect: This agreement represents the complete agreement between the Parties hereto and shall be fully binding upon the successors, heirs, and assigns of the Parties, if any, during the term hereof.

21. Governing Law: The laws of the State of Colorado shall govern the interpretation and enforcement of this Contract. Any litigation that may arise between the parties involving the interpretation or enforcement of the terms of this Contract shall be initiated and pursued by the parties in the Courts of the 20<sup>th</sup> Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

22. Breach: Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

23. Termination of Prior Agreements: This Contract cancels and terminates, as of its effective date, all prior agreements between the parties relating to the services covered by this Contract, whether written or oral or partly written and partly oral.

24. Invalidity Provision: Should any of the provisions of this Contract be held to be invalid or unenforceable, then the balance of the agreement shall be held to be in full force and effect as though the invalid portion was not included; provided, however, that should the invalidity or unenforceability go to the essence of the agreement or be of substantial nature, then the Party or Parties who would receive the benefit of the provision, were it not invalid or unenforceable, shall have the option to terminate this Contract, forthwith.

25. Third Party Beneficiary: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the County and the Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

26. Conflict of Provisions: In the event of any conflict between the terms of this Contract

and the terms of any attachments or addenda, the terms of this Contract shall control.

27. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

28. Execution by Counterparts; Electronic Signatures: This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Contract Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Contract: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 to 121.

**[Signature Page to Follow]**

IN WITNESS WHEREOF, the Parties have executed and entered into this Contract as of the latter day and year indicated below.

Executed by Boulder County on \_\_\_\_\_.  
(date)

**COUNTY OF BOULDER  
STATE OF COLORADO**

**ATTEST:** \_\_\_\_\_

By: \_\_\_\_\_  
Administrative Assistant  
Clerk to the Board of Commissioners

(seal)

By: \_\_\_\_\_  
, Chair,  
Board of County Commissioners

Executed by Contractor on \_\_\_\_\_.  
(date)

**CONTRACTOR:**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

### CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statutes, § 8-17.5-101, et seq., as amended, as a prerequisite to entering into a contract for services with Boulder County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et seq., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Note: Registration for the E-Verify Program can be completed at: <https://e-verify.uscis.gov/enroll/>.

## ADDENDUM TO CONTRACT



### CDBG-DR PUBLIC INFRASTRUCTURE PROGRAM REQUIRED PROCUREMENT AND CONTRACT DOCUMENTS

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#### INSTRUCTION TO BCC PARTNERS AND SPECIAL DISTRICTS

This packet contains general conditions for use with procurement contract and subrecipient agreements that are funded in whole or in part by the U.S. Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended. This Boulder County Collaborative (BCC) Community Development Block Grant – Disaster Recovery (CDBG-DR) required bid and contract documents **must** be included as an attachment, expressly made a part of, and incorporated by reference.

This is a federally funded project. The contractor and subcontractors must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained at 2 CFR Part 200. However, Federal Emergency Management Agency (FEMA) Match projects are required to comply with 44 CFR Part 13.36 instead of 2 CFR Part 200.

Minority and Women Owned Business Enterprises, Labor Surplus Area Firms, and Section 3 Business Concerns seeking bid opportunities under this project are encouraged to respond.

The Provision of this Agreement shall apply to subcontractors and their officers, agents and employees in all respects as if they were employees of the contractor. The contractor shall not be discharged from its obligations and liabilities, but shall be liable for all acts and negligence of subcontractors, and their officers, agents and employees, as if they were employees of the contractor.

#### FEDERAL REGISTER NOTICES

##### DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Federal Register Notices applicable to the use of CDBG-DR Funds are available on the HUD Web site at <https://www.hudexchange.info/cdbg-dr/cdbg-dr-laws-regulations-and-federal-register-notices>.

#### SECTION 3 NOTICE

HUD recently issued proposed amendments to the Section 3 regulations in 24 CFR Part 135. If HUD finalizes and promulgates the amendments to 24 CFR Part 135 during the term of this Agreement, the Contractor or Subrecipient will be required to adhere to the amended 24 CFR Part 135.

Boulder County Collaborative Community Development Block Grant Disaster Recovery (CDBG-DR) is an Equal Opportunity Employer and no otherwise qualified individual shall be subjected to discrimination on the basis of race, color, religion or religious affiliation, sex, familial status, age, genetics, disability, or national origin in any phase of employment.

**Enclosed is a set of documents related to compliance with Federal and local requirements concerning public infrastructure and facilities improvement projects under Boulder County Collaborative CDBG-DR.**

*Note: This document is to be used as a guide for contractors and subcontractors working on Boulder County Collaborative Community Development Block Grant Disaster Recovery projects. It is not verified to be all inclusive and the contractor is fully responsible for complying with all federal regulations applicable to the CDBG program.*

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## I. STANDARD CDBG CONTRACT PROVISIONS SUMMARY

1. Contracts other than small purchases shall contain administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
2. All contracts in excess of \$10,000 shall contain suitable provision for termination for cause and for convenience by the grantee, including the manner by which it will be effected and the basis for settlement.
3. All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
4. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3).
5. All construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by Department of Labor regulations (29 CFR, Part 5).
6. Where applicable, all contracts awarded by grantees and subgrantees in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR, Part 5).
7. The contract shall include notice of requirements and regulations pertaining to reporting and patent rights respect to any discovery or invention which arises or is developed in the course of or under such contract, and of grantor agency requirements and regulations pertaining to copyrights and rights in data.
8. All negotiated contracts awarded by grantees shall include a provision to the effect the grantee, subgrantee, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
9. Grantees shall require contractors to maintain all required records for three years after grantees make final payments and all other pending matters are closed.
10. Contracts, subcontracts, and subgrants of amounts in excess of \$150,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use of non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provision shall require reporting of violations to the grant agency and to the USEPA Assistance Administrator for Enforcement (EN-329).
11. Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

## II. APPLICABLE PROVISIONS CHECKLIST

Check all boxes that apply for this procurement/contract, then refer to applicable sections throughout this document.

### Type of Contract:

- ☐ Professional Services ☐ Construction

### Solicitation Type:

- ☐ Small Purchase (under \$150,000 for CDBG-DR projects and \$100,000 for FEMA Match projects or more stringent local requirement)  
☐ Request for Proposals or Requests for Qualifications above the small purchase limit  
☐ Invitation for Bid above the small purchase limit

### Applicable Provisions:

- ☐ Administrative, Contract, or Legal Remedies (all contracts in excess of \$150,000)  
☐ Termination Clause (all contracts in excess of \$10,000)  
☐ Equal Employment Opportunity (all construction contracts in excess of \$10,000)  
☐ Davis Bacon Act (all construction contracts in excess of \$2,000 except for new construction, rehabilitation, demolition, or elevation of non-contiguous housing units or 8 or less contiguous housing units)  
☐ Contract Work Hours and Safety Standards Act (all contracts in excess of \$100,000 that employ mechanics or laborers)  
☐ Copeland Anti-Kickback Act (if Davis Bacon applies)  
☐ Rights to Inventions Clause (all contracts)  
☐ Clean Air Act and the Federal Water Pollution Control Act (all contracts in excess of \$150,000)  
☐ Debarment and Suspension (all contracts)  
☐ Byrd Anti-Lobbying Amendment (all contracts in excess of \$100,000)  
☐ Procurement of Recovered Materials (all contracts that procure in excess of \$10,000 of materials)  
☐ Section 3 Clause (all contracts in excess of \$100,000)  
☐ Energy Efficiency Clause (all contracts)

### Applicable Forms:

#### Forms to be Submitted WITH Contractor's Bid/Proposal

- ☐ MBE/WBE and Labor Surplus Area Procurement Clause  
☐ Form of Statement of Bidder's Qualifications (all bids/proposals)  
☐ Wage/Fringe Benefit Certification Form (only if Davis Bacon applies)  
☐ Report of Additional Classification and Rate (HUD 4230-A form) (only if Davis Bacon applies)  
☐ Bid Bond Certification (5% bond for construction bids over \$100,000)  
☐ Certificate of Corporate Principal (all bids/proposals)  
☐ Certification of Bidder Regarding Equal Employment Opportunity (construction bids over \$10,000)  
☐ Certification of Bidder Regarding Federal Labor Standards and Davis-Bacon Act (only if Davis Bacon applies)  
☐ Certification of Contractor/Subcontractor Regarding Section 3 and Segregated Facilities (only if Section 3 applies)  
☐ Certifications of Bidder Regarding Civil Rights (all bids/proposals)  
☐ Non-Collusion Affidavit of Prime Bidder (all bids/proposals)  
☐ Contractor/Subcontractor's Section 3 Plan (only if Section 3 applies)  
☐ Contractor/Subcontractor's Section 3 Tables A & B (only if Section 3 applies)

**Forms to be Submitted PRIOR TO Contract Award**

- ☐ Certification of Bidder Regarding Section 3 (only if Section 3 applies)
- ☐ Section 3 Certification for Business (only if Section 3 applies)
- ☐ Performance Bond (100% of contract award for all construction contracts over \$100,000)
- ☐ Payment Bond (100% of contract award for all construction contracts over \$100,000)

**Additional Forms for Use DURING Contract Term**

- ☐ Certified Payroll Form (only if Davis Bacon applies)
- ☐ Payroll Deduction Authorization Form (only if Davis Bacon applies)
- ☐ Other Deductions on Certified Payroll (only if Davis Bacon applies)
- ☐ Section 3 Monthly Compliance Form (only if Section 3 applies)
- ☐ Employee Data and Certification Form (only if Section 3 applies)
- ☐ Section 3 Posted Notice to Project Residents (only if Section 3 applies)
- ☐ Required Jobsite Posters
  - ☐ Applicable Wage Determination (only if Davis Bacon applies)
  - ☐ Equal Employment Opportunity (construction contracts over \$10,000)
  - ☐ Employee Rights Under the Davis-Bacon Act (only if Davis-Bacon applies)

### III. FEDERAL CONTRACT PROVISIONS

#### SECTION 1 – GENERAL INFORMATION

##### CONFLICT OF INTEREST

*2 CFR 200.318 & 24 CFR 570.611*

In the procurement of supplies, equipment, construction and or services by recipients and subrecipients, any conflict of interest is prohibited. No persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

##### CODE OF CONDUCT

*2 CFR 200.317 & 2 CFR 200.318*

The recipient of CDBG grant funds shall maintain written standards of conduct governing the performance of employees engaged in the award and administration of contracts stating that no employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved.

##### RECORD RETENTION

*2 CFR 200.333 & 24 CFR 570.506*

Financial records, supporting documents, statistical records and all other records pertinent to a grant shall be retained for a period of five years. If any litigation, claim, negotiation, audit or other action is started before the expiration of the five-year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved. The retention period starts from the date of the submission of the final expenditure report or, from the date of the submission of the annual financial status report covering the last expenditure of grant funds for that year.

##### ACCESS TO RECORDS

*2 CFR 200.336*

The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers or other records which are pertinent to the grant in order to make audits, examinations, excerpts and transcripts. The right of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

##### CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(2 CFR 200.326. Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 – 49 CFR 20)

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed with this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 311352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such recipients shall certify and disclose accordingly.

## RIGHTS TO INVENTIONS MADE BY NONPROFIT ORGANIZATIONS AND SMALL BUSINESS FIRMS UNDER GOVERNMENT GRANTS, CONTRACTS, AND COOPERATIVE AGREEMENTS

*2 CFR 200.326 & 37 CFR 401*

For any funding agreement (contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority) awarded to a small business firm (defined at 15 U.S.C. 632 and 13 CFR 121.5) or nonprofit organization (except those subject to 35 U.S.C. 212) for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government, the standard clause at 37 CFR 401.14 or the alternative provisions at 37 CFR 401.03 apply.

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION PRIMARY COVERED TRANSACTIONS

*(2 CFR 200.213 & 2 CFR 200.326. Applicable to all Federal-aid contracts 49 CFR 29)*

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the non-procurement portion of the "Lists of Parties Excluded from Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and have not within a 3-year period preceding this application proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION APPLICABLE TO ALL SUBCONTRACTS, PURCHASE ORDERS AND OTHER LOWER TIER TRANSACTIONS OF \$25,000 OR MORE

*2 CFR 200.213 & 2 CFR 200.326*

By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and or debarment.

The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non procurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and or debarment.

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## OTHER PROVISIONS

Any and all contractors, subcontractors, independent contractors, suppliers, facilitators or any person participating in any program or activity receiving federal financial assistance shall:

- a. Prohibit discrimination based on race, color or national origin under Title VI of the Civil Rights Act of 1964;
- b. Prohibit discrimination on the basis of sex under Title VII of the Civil Rights Act of 1964 and amended by the Equal Employment Opportunity Act of 1972;
- c. Prohibit discrimination on the basis of age under the Age Discrimination Act of 1975;
- d. Prohibit discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973;
- e. Take affirmative action to employ and advance qualified disabled people under Section 503 of the Rehabilitation Act of 1973
- f. Promote and insure equal opportunity for all persons, without regard to race, color, religion, sex, or national origin under Executive Order 11246 as Amended;
- g. Display posters which summarize the Federal laws prohibiting job discrimination based on race, color, sex, national origin, religion, age, equal pay and disability;
- h. Prohibit discrimination based on disability under the Americans with Disabilities Act of 1990;
- i. Assure that all buildings assigned for public use be designed, constructed and altered so as to be accessible to and usable by persons with physical disabilities under the Architectural Barriers Act of 1968; and
- j. Avoid maintaining or providing any segregated facilities.

Any and all contractors, subcontractors, independent contractors, suppliers, facilitators or any person participating in any program or activity receiving federal financial assistance shall:

- a) Comply with the provisions for the elimination of Lead- Based paint hazards under 24 CFR Part 35;
- b) Take all necessary precautions to guard against damages to property and injury to persons.

## SECTION 2 – EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS

### NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more)

Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract.

The Equal Opportunity Construction Contractor Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.D. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO.

The contractor will work with the awarding agency and the Federal Government in carrying out EEO obligations and in their review of his or her activities under the contract.

The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and for on-the-job training."

### EEO OFFICER

The contractor will designate and make known to the awarding agency an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

### DISSEMINATION OF POLICY

All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO officer.
- b) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority employees.

Notices and posters identifying the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

### RECRUITMENT OF EMPLOYEES

When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor

will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementations of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

## SELECTION OF SUBCONTRACTORS, PROCUREMENT OF MATERIALS AND LEASING OF EQUIPMENT

The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

The contractor shall notify all potential subcontractors and suppliers of his or her EEO obligations under this contract.

Disadvantaged business enterprises (DBE) as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees.

The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

## EEO RECORDS AND REPORTS

The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives. The records kept by the contractor shall document the following:

- a) The number of minority and non-minority group members and women employed in each work classification on the project; The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
- b) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
- c) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

## NONSEGREGATED FACILITIES

Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.

By the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, all parties certify that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the EEO provisions of this contract. The contractor further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

As used in this certification, the term "segregated facilities" refers to facilities provided for employees which are segregated by explicit directive, or on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override, (e.g. disabled parking).

The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

## FALSIFICATION OF DOCUMENTS

The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

The contractor or subcontractor shall make the records required available for inspection, copying, or transcription by authorized representatives of the awarding agency or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the awarding agency, HUD or DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds of debarment action pursuant to 29 CFR 5.12.

### SECTION 3

The purpose of Section 3 requires that recipients of HUD funds and their contractors and subcontractors provide jobs and other economic opportunities to low-income persons. The CDBG project service area for Section 3 compliance will be the nonmetropolitan county.

Contractors and subcontractors participating in federally-assisted projects are required to track and report their activity relative to the hiring and training of low and moderate income persons and the use of local businesses owned by low-income persons. This information must be reported by all contractors and subcontractors prior to project completion utilizing the "Section 3: Economic Opportunities for Low and Very Low Income Persons" form.

All Section 3 covered contracts shall include the following Section 3 clause:

"The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The parties to this contract agree to comply with this Section and certify that they are under no contractual or other impediment that would prevent them from complying with these regulations. The contractor agrees to notify each labor organization or representative workers with which the contractor has a collective bargaining agreement of the contractor's commitments under this Section 3 clause and include this clause in every subcontract subject to compliance with the Section 3 regulations. The contractor will certify that any vacant employment positions, including training positions, that are filled after the contractor is selected but before the contract is executed with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractors obligations under this section of the Code of Federal Regulations. Noncompliance with HUD's regulations in this Part may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts."

### OFFICE OF FEDERAL CONTRACT COMPLIANCE (OFCCP)

For federally assisted construction contracts, the OFCCP administers and enforces Executive Order 11246, as amended. This Order prohibits discrimination and requires affirmative action to ensure equal employment opportunity without regard to race, color, sex, religion and/or national origin; and the implementing regulations at 41 CFR Parts 60-1 through 60-50. Generally, all contractors and subcontractors holding non-exempt federally assisted construction contracts and subcontracts exceeding \$10,000 must comply with Executive Order 11246.

A "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" (Executive Order 11246) is to be included in the bid solicitations for all federally assisted construction contracts and subcontracts in excess of \$10,000. The Notice, which is published at 41 CFR 60-4.2, informs the contractor bidder of the affirmative action requirements imposed under Executive Order 11246, including the specified goals for minority and female participation.

Covered federally assisted construction contracts and subcontracts must incorporate the equal opportunity clause found at 41 CFR 60-1.4 (b).

The equal opportunity clause may be expressly included in each contract or subcontract or incorporated by reference. Importantly, the equal opportunity clauses are deemed to be a part of every covered construction contract and subcontract even if they are not physically incorporated in the contract documents.

In addition to the equal opportunity clauses, federally assisted construction contracts and subcontracts in excess of \$10,000 must include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" which are found at 41 CFR 60-4.3. The specifications describe the affirmative action obligations and set forth the specific affirmative action steps the construction contractor must implement in order to make a good faith effort to achieve the goals for minority and female participation that were listed in the bid solicitation.

Additional information regarding OFCCP Compliance may be found at [www.dol.gov/esa/OFCCP](http://www.dol.gov/esa/OFCCP) or, at 1-800-397-6251. The Indiana office is located at 46 East Ohio Street, Suite 419, Indianapolis, IN 46204 and phone number is 317-226-5860.

## SECTION 3 – ENVIRONMENT

### CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(2 CFR 200.326. Applicable to all Federally assisted construction contracts and to all related subcontracts of \$150,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

That the firm shall promptly notify the awarding agency of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

That the firm agrees to include or cause to be included the requirements of this Section in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

### PROCUREMENT OF RECOVERED MATERIALS

2 CFR 200.322. State agencies and agencies of a political subdivision of a state that are using assistance under a Program NOFA for procurement, and any person contracting with such an agency with respect to work performed under an assisted contract, must comply with the requirements of Section 6002 of the Solid Waste Disposal Act. In accordance with Section 6002, these agencies and persons must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Please refer to [www.epa.gov/osw/conservation/tools/cpg/pdf/rcra-6002.pdf](http://www.epa.gov/osw/conservation/tools/cpg/pdf/rcra-6002.pdf) for complete text and requirements of Section 6002.

### ENERGY EFFICIENCY

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

The Contractor agrees to include the above paragraph in each third party subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## SECTION 4 – FEDERAL LABOR STANDARDS PROVISIONS (HUD FORM 4010)

### APPLICABILITY

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

### PROVISIONS

## MINIMUM WAGES

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2)** The classification is utilized in the area by the construction industry; and
- (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

## WITHHOLDING

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

## PAYROLLS AND BASIC RECORDS

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
- (2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
- (3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## APPRENTICES AND TRAINEES

### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

#### *COPELAND ANTI-KICKBACK ACT*

2 CFR 200.326

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

#### *SUBCONTRACTS*

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

#### *CONTRACT TERMINATION; DEBARMENT*

2 CFR 200.213 & 2 CFR 200.326

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

#### *COMPLIANCE WITH DAVIS BACON ACT AND RELATED ACT REQUIREMENTS*

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

#### *DISPUTES CONCERNING LABOR STANDARDS*

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

#### *CERTIFICATION OF ELIGIBILITY*

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

#### *COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES*

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

#### *CONTRACT WORK HOURS AND SAFETY STANDARDS ACT*

2 CFR 200.326

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

## HEALTH AND SAFETY

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

## IV. SOLICITATION DOCUMENTS

The following sections contain documents to be included in the bid or proposal solicitation.

### DAVIS BACON ACT

#### The Davis Bacon Act

In Construction contracts involving an excess of \$2000, unless exclusively in connection with the demolition or rehabilitation of residential property containing fewer than 8 units, the Contractor shall pay and the Subrecipient shall cause its contractor to pay all laborers and mechanics at a rate not less than those determined by the Secretary of Labor to be prevailing for Boulder County, which rates are to be provided by the Agency. These wage rates are a federally mandated minimum only, and will be superseded by any State or County requirement mandating higher wage rates. The contractor also agrees to comply with Department of Labor Regulations pursuant to the Davis-Bacon Act found in 29 CFR Parts 1, 3, 5 and 7, which enforce statutory labor standards provisions.

#### Project Wage Decision

Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g. heavy, highway) and apply specifically to Boulder County areas. The wage decisions are modified from time to time. For the latest wage decision rates, go to the US DOL wage decision website:

[Davis-Bacon Labor Standards Guide – \(Click to follow the link\)](#)

It is the responsibility of the sub-grantee to provide the proper wage decision and the administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements.

It is the responsibility of the contractor (prime or general contractor) to ensure full compliance of all employers (the contractor, subcontractors and any lower tier subcontractors) with the labor standards provisions applicable to the project.

If additional wage classifications are needed for this job and are not shown on the applicable wage decision, call the contract administrator for help with requesting an additional classification to be added/ approved.

### **ATTACH WAGE DECISION TO THE END OF THIS CONTRACT ADDENDUM**

NOTE: Sub-grantee or their engineers should monitor <http://wdol.gov> while the bid remains open to ensure that the wage determination hasn't changed. If the wage determination changes more than **10 days before** the bid opening date, the solicitation will need to be modified to reflect the new wage rate. The wage determination is valid for 90 days after bid opening. If the contract is not awarded within 90 days, the wage determination must be updated with any changes that have occurred during that period. If the contract is awarded within 90 days, the original wage determination becomes fixed for the life of the contract.

## SECTION 3 CLAUSE

### SECTION 3 CLAUSE (24 CFR Part 135.38)

***All section 3 covered contracts and subcontracts shall include the following clause (referred to as the Section 3 clause):***

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section.

The contractor agrees to submit, and shall cause its subcontractors to submit, monthly reports detailing the number or new employees hired, the number of new Section 3 employees hired, and any affirmative efforts made to direct hiring efforts to low and very-low income persons, particularly person who are recipients of HUD assistance for housing.

## SECTION 3 DEFINITIONS

### **“SECTION 3 RESIDENT” MEANS:**

1. A public housing resident who resides in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended and who is considered to be a low-to very low-income person; or
2. An individual who resides in the metropolitan area or Non-metropolitan County in which the Section 3 covered assistance is expended and who is considered to be a low-to very low-income person.

### **“NEW HIRE” MEANS:**

A person who is not on the contractor’s payroll at the time of selection for the Section 3 award.

### **SECTION 3 BUSINESS DEFINED**

A Section 3 Business concern is a business:

1. That is 51 % or more owned by a Section 3 Boulder County resident(s); or
2. Whose permanent, full-time employees include persons, at least 30 % of whom are currently Section 3 residents or within three years of the date of first employment with the business concern were Section 3 Boulder County residents; or
3. That provide evidence of a commitment to subcontract in excess of 25 % of the total dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in (1) or (2) above.

*A person seeking the training or employment preference; or a business seeking the preference provided by Section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for that preference.*

## V. REQUIRED BID/PROPOSAL FORMS

***The following sections contain forms the Contractor must complete and submit with the bid or proposal.***

## PRIME CONTRACTOR'S MBE/WBE & LABOR SURPLUS AREA OUTREACH FORM

NOTICE: Must be completed and submitted WITH the bid or proposal

***The prime contractor, if subcontracts are to be let, is required to take the following affirmative steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority business firms, women's business enterprises, and labor surplus area firms. 2 CFR 200.321***

- (1) Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority business and women's business enterprises;
- (4) Establish delivery schedules when the requirements of the work permit, which will encourage participation by small and minority-owned businesses and women-owned business enterprises;
- (5) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency Department of Commerce; and
- (6) Require the subcontractor, if further subcontracts are to be let, to take the affirmative steps in paragraphs (1) through (5).

Contractor should clearly document the communication and outreach to the certified business. Documentation may include mail logs, phone logs, or similar records documenting the use of the above identified sources of information about MBE/WBE firms, the efforts to contact them, and other efforts to meet the above requirements.

| Firm | Date | Notes |
|------|------|-------|
|      |      |       |
|      |      |       |
|      |      |       |
|      |      |       |
|      |      |       |
|      |      |       |
|      |      |       |

The links below are to be used to solicit qualified small and minority business and women's business enterprises in the state of Colorado:

- [Diverse Business Directory](#) (Click to follow the link)
- [Colorado Unified Certification Program \(UCP\) Directory](#) (Click to follow the link)
- Request Colorado Office of Economic Development and International Trade (OEDIT) to post the solicitation: [oedit.info@state.or.us](mailto:oedit.info@state.or.us)

The U.S. Department of Labor maintains a current list of Labor Surplus Areas. *The 2017 Labor Surplus Areas (LSA) list produced by the U.S. Department of Labor does not include any LSAs within or near Boulder County, the nearest Colorado LSA is approximately 190 miles away. LSAs in Colorado include: Costilla County, Fremont County, Huerfano County, Rio Grande County, Saguache County, and City of Pueblo. (effective date of LSA list: 10/1/2016 – 9/30/2017). The best resource for outreach to these LSAs is through OEDIT since this organization maintains region-specific business resources.*

**NOTE:** The above links are not meant to be comprehensive. Contractors are encourage to use other available sources.

NOTICE: Must be completed and submitted **WITH** the bid or proposal

1. Name of Bidder: \_\_\_\_\_
2. Business Address: \_\_\_\_\_
3. When Organized: \_\_\_\_\_
4. Bidder is a (an): \_\_\_\_\_  
(Individual - Partnership - Corporation)

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Corporation is incorporated in the State of: \_\_\_\_\_

Treasurer is:

Place of Business:

- 
- 26

**FORM OF STATEMENT OF BIDDER'S QUALIFICATIONS**  
**NOTICE: Must be completed and submitted WITH the bid or proposal**

11.     Remarks:

\_\_\_\_\_

13.     The undersigned hereby authorizes and requests any person to furnish any information requested by \_\_\_\_\_ in verification of the recitals comprising this Statement of Bidder's Qualifications.

Date at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being duly sworn, deposes and says that they

are \_\_\_\_\_ of \_\_\_\_\_ and their answers to the

foregoing questions and all statements therein contained are true and correct.

\_\_\_\_\_  
(Name of Bidder)

Sworn to before me this: \_\_\_\_\_

Day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

Title: \_\_\_\_\_

## WAGE/FRINGE BENEFIT CERTIFICATION FORM

NOTICE: Must be completed and submitted WITH the construction bid proposal (over \$2,000)

**Labor Standards Section**

**Form 6**

### Wage/Fringe Benefit Certification

(To be completed by contractor/subcontractors prior to contract award.)

GRANTEE: \_\_\_\_\_ GRANT: \_\_\_\_\_ PROJECT: \_\_\_\_\_

This is to certify that \_\_\_\_\_ plans to use the following classifications of workers on the above referenced project:

| Classification | From Applicable Wage Decision |                     |                   | Base Wage to be paid by Contractor | Fringe Benefits to be provided by Contractor |               | Total Package to be paid by Contractor |
|----------------|-------------------------------|---------------------|-------------------|------------------------------------|--|---------------|--|
|                | Base Wage Due                 | Fringe Benefits Due | Total Package Due |                                    | Benefit                                      | Hourly Amount |  |
|                |                               |                     |                   |                                    |  |               |  |
|                |                               |                     |                   |                                    |  |               |  |
|                |                               |                     |                   |                                    |  |               |  |
|                |                               |                     |                   |                                    |  |               |  |
|                |                               |                     |                   |                                    |  |               |  |
|                |                               |                     |                   |                                    |  |               |  |
|                |                               |                     |                   |                                    |  |               |  |
|                |                               |                     |                   |                                    |  |               |  |
|                |                               |                     |                   |                                    |  |               |  |
|                |                               |                     |                   |                                    |  |               |  |

Certified by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

(Must be certified by Owner or Chief Financial Officer)

HUD FORM 4230A – REPORT OF ADDITIONAL CLASSIFICATION AND RATE  
*NOTICE: Due by Contractor **PRIOR TO** Contract Execution (applicable to Davis Bacon only)*  
*Contractor to complete Sections 8-10.*

| <b>U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REPORT<br/>OF ADDITIONAL CLASSIFICATION AND RATE</b>  |  | <b>HUD FORM 4230A</b><br><small>OMB Approval Number 2501-0011<br/>(Exp. 01/31/2010)</small> |                   |  |            |                            |  |
|---|--|---|-------------------|--|------------|----------------------------|--|
| 1. FROM (name and address of requesting agency)<br><br>Colorado Department of Local Affairs   | 2. PROJECT NAME AND NUMBER   |   |                   |  |            |                            |  |
| 4. BRIEF DESCRIPTION OF PROJECT   | 3. LOCATION OF PROJECT (City, County and State)  |   |                   |  |            |                            |  |
| 5. CHARACTER OF CONSTRUCTION<br><input type="checkbox"/> Building <input type="checkbox"/> Residential<br><input type="checkbox"/> Heavy <input type="checkbox"/> Other (specify)<br><input type="checkbox"/> Highway   | 6. WAGE DECISION NO. (include modification number, if any)<br><br><input type="checkbox"/> COPY ATTACHED |   |                   |  |            |                            |  |
| 7. WAGE DECISION EFFECTIVE DATE   |  | 8. WORK CLASSIFICATION(S)   |                   |  |            |                            |  |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="padding: 5px;">HOURLY WAGE RATES</th> </tr> <tr> <th style="padding: 5px;">BASIC WAGE</th> <th style="padding: 5px;">FRINGE BENEFIT(S) (if any)</th> </tr> <tr> <td style="height: 100px;"></td> <td></td> </tr> </table>  |  |   | HOURLY WAGE RATES |  | BASIC WAGE | FRINGE BENEFIT(S) (if any) |  |
| HOURLY WAGE RATES   |  |   |                   |  |            |                            |  |
| BASIC WAGE  | FRINGE BENEFIT(S) (if any)   |   |                   |  |            |                            |  |
|   |  |   |                   |  |            |                            |  |
| 9. PRIME CONTRACTOR (name, address)   | 10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)  |   |                   |  |            |                            |  |
| <p><b>Check All That Apply:</b></p> <p><input type="checkbox"/> The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.</p> <p><input type="checkbox"/> The proposed classification is utilized in the area by the construction industry.</p> <p><input type="checkbox"/> The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.</p> <p><input type="checkbox"/> The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).</p> <p><input type="checkbox"/> Supporting documentation attached, including applicable wage decision.</p> <p><b>Check One:</b></p> <p><input type="checkbox"/> Approved, meets all criteria. DOL confirmation requested.</p> <p><input type="checkbox"/> One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.</p> |  |   |                   |  |            |                            |  |
| Agency Representative _____ Date _____<br><small>(Typed name and signature)</small><br><br>Phone Number _____   |  | <b>FOR HUD USE<br/>ONLY LR2000:</b><br><br><b>Log in:</b><br><br><b>Log Out:</b>            |                   |  |            |                            |  |

## Report of Additional Classification and Wage Rate

U.S. Department of Housing and Urban Development Office of Labor Relations  
(Exp. 09/30/2006)

OMB Approval No. 2501-0011

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining data needed, and completing and reviewing the collection of information. The information is considered non-sensitive and does not require special protection. This information is required to obtain benefits. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Employers engaged on HUD-assisted construction projects subject to Davis-Bacon wage requirements must pay no less than the wages determined to be prevailing by the Secretary of Labor to all laborers and mechanics engaged on the construction work. On occasion, the applicable Davis-Bacon wage decision does not contain all of the work classifications and wage rates needed to complete the construction work. This information collection facilitates the addition of needed work classifications and wage rates for the construction work involved. This form is used by HUD and local agencies administering HUD programs to report employer request(s) for additional classification and wage rates so that an appropriate wage rate can be approved by the Department of Labor for the construction work. This information collection is required by Department of Labor regulations at 29 CFR 5.5. While no assurances of confidentiality are pledged to respondents, HUD generally discloses these data only in response to a Freedom of Information request.

### Instructions:

#### General:

Contractors/Employers: Do not need to complete this form. Submit a written, signed request to the responsible contracting agency naming the work classifications and the wage rates, including any fringe benefits that are proposed.

Local Agency Staff: Complete items 2 through 10. Submit one copy of this form to the DOLA CDBG Program Coordinator with a copy of the applicable Davis-Bacon wage decision and the written request from the employer naming the work classifications and wage rates that are proposed. (The employer's request must be made in writing and must be signed.)

1. For HUD or State CDBG Office use. Enter the name and address of HUD Office (or State CDBG office) submitting the report and to which the DOL reply should be sent.
2. Enter the name and number of the project or contract involved.
3. Enter the location of the project involved: city, county and state.
4. Describe the construction involved, e.g., new construction or rehabilitation, number and type of buildings, number of stories, number of units (as applicable). For example, New construction: 3 – 4-story buildings; 120 units.
5. Enter the character of construction as defined by DOL for Davis-Bacon prevailing wage rate purposes.
6. Enter the number of the Davis-Bacon wage decision applicable to the construction work. Include the number of wage decision modifications (if any) applicable to the work.
7. Enter the effective date of the wage decision for the project. (See DOL regulations at 29 CFR 1.6.)
8. Enter the work classifications and corresponding hourly basic wage rates and fringe benefit rates (if any) requested.
9. Self-explanatory.
10. If the requesting employer is not the prime contractor, enter the name and address of the subcontractor/employer making the request.

#### Remainder of Form: HUD Labor Relations/State CDBG use.

HUD Labor Relations/State CDBG Staff: Evaluate the employer's request against the criteria for approval (see DOL Regulations, 29 CFR Part 5, and related contract labor standards provisions). The criteria are reflected in "checklist" form to ensure that each factor is considered and to ensure that supporting documentation, including a copy of the applicable wage decision, is attached. Check the box next to each criterion that is met; do not check the box next to any criterion that is not met.

If the request meets all criteria, check the appropriate box, enter the name and telephone number of the HUD/State CDBG agency representative, and sign and date the form. Submit one copy of the completed form to the DOL with a copy of the applicable Davis-Bacon wage decision and the written request from the employer involved.

If the request fails to pass all criteria, check the appropriate box, enter agency contact information, and sign and date the form. Submit one copy of the completed form to the DOL with a copy of the applicable Davis-Bacon wage decision, the written request from the employer involved, and a cover letter explaining how the employer's request failed to meet one or more of the criteria.

#### Submission of Report

Completed forms shall be sent to: Branch of Construction

## BID BOND CERTIFICATION

NOTICE: Must *be completed and submitted WITH the construction bid proposal*  
(over \$100,000)

**KNOW ALL MEN BY THESE PRESENTS**, that we the undersigned, \_\_\_\_\_ as PRINCIPAL,  
AND \_\_\_\_\_, as SURETY are held and firmly bound unto  
\_\_\_\_\_ hereinafter called the Grantee/Local Public Agency in the penal  
sum of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_), lawful money of the United States, for the payment  
of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors,  
and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that whereas the PRINCIPAL has submitted the  
Accompanying Bid, dated \_\_\_\_\_, \_\_\_\_\_, for \_\_\_\_\_.

**NOW, THEREFORE**, if the PRINCIPAL shall not withdraw said Bid within the period specified therein after the  
opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall  
within the period specified therefore, or if no period specified, within ten (10) days after the prescribed  
forms are presented to him for signature, enter into a written Contract with the Grantee/Local Public Agency  
in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may  
be required, for the faithful performance and proper fulfillment of such contract; or in the event of the  
withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such  
bond within the time specified, if the Principal shall pay the Grantee/Local Public Agency the difference  
between the amount specified in said Bid and the amount for which the Grantee/Local Public Agency may  
procure the required work or supplies or both, if the latter be in excess of the former, then the above  
obligation shall be void and of no effect, otherwise to remain in full force and virtue.

**IN WITNESS WHEREOF**, the above-bounded parties have executed this instrument under their several seals  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the name and corporate seal of each corporate  
party being hereto affixed and these present signed by its undersigned representative, pursuant to authority  
of its governing body.

1. Forms of Bid Bonds prepared to meet the requirements of local or State laws or the needs of the  
Grantee/Local Public Agency should be substituted for this form where necessary.

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

By: \_\_\_\_\_

### CERTIFICATE OF CORPORATE PRINCIPAL

NOTICE: *Must be completed and submitted WITH the bid or proposal*

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein; that \_\_\_\_\_ who signed this Agreement on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate  
Seal

\_\_\_\_\_  
(Corporate Secretary)

## CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

NOTICE: Must be completed and submitted WITH the bid or proposal

### INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) days after bid opening. No contract shall be awarded unless such report is submitted.

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### CERTIFICATION BY BIDDER

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NAME AND ADDRESS OF BIDDER (Include ZIP Code)

---

- 
1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes                      No

- 
2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes                      No

- 
3. Bidder has filed all compliance reports due under applicable instructions.

Yes                      No                      None Required

- 
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes                      No

---

Name and Title of Signer (Please type)

---

Signature

---

Date

## CERTIFICATION OF BIDDER REGARDING FEDERAL LABOR STANDARDS AND DAVIS-BACON ACT

NOTICE: Must be completed and submitted WITH the construction bid or proposal

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Name of Prime Contractor

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Project Name and Number

### **Bidder:**

This certification is required to insure that the proposed Bidder understands that the Project or program to which the construction work covered by any construction greater than \$2,000, is being assigned by the United States of America and that the various Federal Labor Standards Provisions, summarized in the Form HUD-4010, "Federal Labor Standards Provisions" are included in any such contract, pursuant to the provisions applicable to such Federal assistance. Nothing, however, shall prohibit the payment of more than the prevailing wage rate to any construction worker employed on the construction project.

### **Wage Determination:**

Federal prevailing wage rates for construction labor can be obtained from the Wage Determination Online system:

<http://www.wdol.gov/>

### **Wage Determination Posting:**

Contractors and sub-contractors shall post the prevailing wage rates for each craft and classification in a prominent and easily place at the site of the work, or at such places as are used by them to pay workers.

The undersigned is required to ensure that all specifications and/or contracts include all applicable Federal wage rate determination and the required labor standards provisions summarized by Form **HUD-4010, "Federal Labor Standards Provisions."**

### **Weekly Certified Payrolls:**

It is the responsibility of each contractor and sub-contractor to submit weekly certified payrolls for project work (<http://www.dol.gov/whd/forms/wh347.pdf>)

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Name and Address of Bidder (include ZIP code):

---

Name and Title of Signer (Print or Type)

---

Signature

---

Date

CERTIFICATION OF CONTRACTOR/SUBCONTRACTOR REGARDING SECTION 3 AND SEGREGATED FACILITIES

NOTICE: Must be completed and submitted WITH the bid or proposal (over \$100,000)

\_\_\_\_\_  
Name of Contractor or Sub-Contractor

\_\_\_\_\_  
Project Name and IFB Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract if this is a Section 3 project.
- (b) The above state company is a signatory to the Contractor's Section 3 Plan.
- (c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

\_\_\_\_\_  
Name and Title of Signer (Type of Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CERTIFICATIONS OF BIDDER REGARDING CIVIL RIGHTS**  
*NOTICE: Must be completed and submitted WITH the bid or proposal*

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, agrees to abide by the:

**Civil Rights Act of 1964, Title VI**, as amended, that provides no person on the basis of Race, Color, or National Origin shall be excluded from participation, denied program benefits, or subjected to discrimination.

**And, Civil Rights Act of 1968, Title VIII**, as amended, will not discriminate in housing on the basis of Race, Color, Religion, Sex, or National Origin.

**And, Rehabilitation Act of 1973, Section 504**, as amended, that no otherwise qualified individual shall solely by reason of his or her handicap be excluded from participation and/or employment, denied program benefits, subjected to discrimination under any program receiving federal funds;

**And, Housing and Community Development Act of 1974, Section 109**, as amended, that no person shall be excluded from participation (including employment), denied program benefits, or subjected to discrimination on the basis of Race, Color, National Origin, Sex, Age, and Handicap under any program or activity funded in whole or part under Title I (CDBG) of the Act. And, Age Discrimination Act of 1975, as amended, that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

**And, Americans with Disabilities Act of 1990**, as amended, that there shall be no employment discrimination against "qualified individuals with disabilities."

**And, Executive Order 11063**, that no person shall, on the basis of race, color, religion, sex, or national origin, be discriminated against in housing and related facilities provided with federal assistance, or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

**And, Executive Order 11246**, as amended, that no person shall be discriminated against, on the basis of race, color, religion, sex, or national origin, in any phase of employment during the performance of federal or federally assisted construction contracts in excess of \$10,000.

***EQUAL EMPLOYMENT OPPORTUNITY***

During the performance of the contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, familial status, religious affiliation or handicap. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, familial status, religious affiliation or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the GRANTEE setting forth the provisions of this non-discrimination clause.
2. The CONTRACTOR will, in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR for the GRANTEE, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, national origin, familial status, religious affiliation or handicap. 3. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
3. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the GRANTEE's Department of Housing and/or Community Development and the Secretary of Labor

for purposes of investigation to ascertain compliance with such rules, regulations and orders.

4. In the event of the CONTRACTOR's non-compliance with any provision of this contract or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
5. The CONTRACTOR will include the provisions of the subparagraphs 12 (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the GRANTEE's Department of Housing and/or Community Development may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the GRANTEE's Department of Housing and/or Community Development, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS – SECTION 503**

(IF CONTRACT IS \$25,000 OR OVER)

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act. 3. In the event of the CONTRACTOR's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
5. The CONTRACTOR will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

**ACCESS TO RECORDS AND RECORDS RETENTION**

The undersigned certifies, to the best of his or her knowledge and belief that:

1. The individual, sole proprietor, partnership, corporation, and/or association agrees to permit Boulder County Collaborative, State of Colorado, U. S. Department of Housing and Urban Development (HUD), and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring, and audit during normal

working hours.

2. The individual, sole proprietor, partnership, corporation, and/or association agrees to retain all records for at least five years following the closeout date or the resolution of all audit findings, whichever is later.

#### **CONFLICT OF INTEREST**

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, by submission of the bid or proposal that the individual or firm, certifies that:

1. There is no substantial interest, as defined by Colorado Statutes, with any public official, employee, agency, commission, or committee with the Boulder County Collaborative.
2. Any substantial interest, as defined by Colorado Statutes, with any public official, employee, agency, commission, or committee (including members of their immediate family) with Boulder County Collaborative that develops at any time during this contract will be immediately disclosed to Boulder County Collaborative.

#### **ANTI-LOBBYING CERTIFICATION**

The undersigned certifies, to the best of his or her knowledge and belief that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

#### **CERTIFICATIONS SIGNATURE FORM**

*Return this form with proposal.*

These Certifications (Civil Rights, Equal Employment Opportunity, Affirmative Action for Handicapped Workers – Section 503, Access to Records and Records Retention, Conflict of Interest, Lobbying) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

---

(Typed name of official)

---

(Signature of Official)

---

(Typed name of entity)

---

(Date)

## NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

NOTICE: *Must be completed and submitted **WITH** the bid or proposal*

State of \_\_\_\_\_)

County of \_\_\_\_\_) ss.

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the *(Grantee/Local Public Agency)* or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Name & Title)

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

My commission expires \_\_\_\_\_.

## SECTION 3 REQUIREMENTS

*NOTICE: Must be completed and submitted **WITH** the bid or proposal (over \$100,000)*

**Boulder County Collaborative is committed to comply with Section 3 of the Housing and Urban Development Act of 1968. This Act encourages the use of Section 3 businesses and the hiring of low income residents of the community for projects or programs using or assisted with HUD funding, as applicable.**

HUD Funded Contracts in excess of \$100,000

All applicable bid proposals and contracts shall include the following Section 3 language.

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12U.S.C. 1701u. Section 3 requires that the greatest extent feasible, opportunities for training and employment be given lower income residents of the project areas, and contracts for work in connection with the project be awarded to business concerns residing in the project area.
- b. The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under the Section 3 clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135, and will not let any subcontract unless the subcontractor has first provided it with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department, issued thereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

Boulder County Collaborative shall require each contractor on all HUD funded public or residential construction jobs exceeding \$100,000, to prepare a written Section 3 plan as a part of their bids. All Section 3 plans shall be reviewed and approved by Boulder County Collaborative and retained according to the Records Retention Plan.

## CONTRACTOR/SUBCONTRACTOR'S SECTION 3 PLAN

(Required if contract exceeds \$100,000)

NOTICE: Must *be completed and submitted* WITH the bid or proposal

\_\_\_\_\_ agrees to implement the following specific affirmative action steps

(Name of contractor/Subcontractor)

directed at increasing the utilization of lower income residents and businesses within the City/Town of \_\_\_\_\_.

- A. The boundaries of the Section 3 covered project area is Boulder County, Colorado and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the County the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as State Employment Service and or Workforce Boulder County.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To ensure that subcontracts, which are typically let on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also let on a negotiated basis whenever feasible, if let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc. which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
- J. To list on Table A information related to subcontracts to be awarded.
- K. To list on Table B all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of \_\_\_\_\_, we the undersigned have read

(Name of Contractor/Subcontractor)

and fully agree to this Section 3 Plan, and become a party to the full implementation of this program.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# CONTRACTOR/SUBCONTRACTOR'S SECTION 3 TABLES A & B

## TABLE A

### PROPOSED SUBCONTRACTS BREAKDOWN

NOTICE: Must be completed and submitted **WITH** the bid or proposal (over \$100,000)

FOR THE PERIOD COVERING \_\_\_\_\_ 20\_\_\_\_ THROUGH \_\_\_\_\_, 20\_\_\_\_

(Duration of the CDBG-DR-Assisted Project)

| COLUMN 1  | COLUMN 2                     | COLUMN 3                              | COLUMN 4  | COLUMN 5  |
|---|------------------------------|---------------------------------------|---|---|
| Type Of Contract<br>(Business or<br>Profession) | Total Number of<br>Contracts | Total<br>Approximate<br>Dollar Amount | Estimated<br>Number Of<br>Contracts to<br>Project Area<br>Businesses* | Estimated Dollar<br>Amount to Project<br>Area Businesses* |
|   |                              |                                       |   |   |
|   |                              |                                       |   |   |
|   |                              |                                       |   |   |
|   |                              |                                       |   |   |
|   |                              |                                       |   |   |
|   |                              |                                       |   |   |
|   |                              |                                       |   |   |
|   |                              |                                       |   |   |
|   |                              |                                       |   |   |
|   |                              |                                       |   |   |
|   |                              |                                       |   |   |
|   |                              |                                       |   |   |

\*The Project Area is coextensive with the City/Town of: \_\_\_\_\_ boundaries.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
EEO Officer (Signature)

\_\_\_\_\_  
Project/IFB Number

\_\_\_\_\_  
Date

**TABLE B**

**ESTIMATED PROJECT WORKFORCE BREAKDOWN**

*NOTICE: Must be completed and submitted **WITH** the bid or proposal (over \$100,000)*

| COLUMN 1                   | COLUMN 2                  | COLUMN 3  | COLUMN 4                             | COLUMN 5                            |
|----------------------------|---------------------------|---|--------------------------------------|-------------------------------------|
| Job Category               | Total Estimated Positions | No. Positions Currently Occupied By Permanent Employees | No. Positions Not Currently Occupied | No. Positions To Be Filled w/LIPAR* |
| Officers/Supervisors       |                           |   |                                      |                                     |
| Professionals              |                           |   |                                      |                                     |
| Technicians                |                           |   |                                      |                                     |
| Housing Sales/Rental/Mgmt. |                           |   |                                      |                                     |
| Office Clerical            |                           |   |                                      |                                     |
| Service Workers            |                           |   |                                      |                                     |
| Others                     |                           |   |                                      |                                     |

**TRADE:**

|                      |  |  |  |  |
|----------------------|--|--|--|--|
| Journeyman           |  |  |  |  |
| Apprentices          |  |  |  |  |
| Maximum No. Trainees |  |  |  |  |
| Others               |  |  |  |  |

**TRADE:**

|                      |  |  |  |  |
|----------------------|--|--|--|--|
| Journeyman           |  |  |  |  |
| Apprentices          |  |  |  |  |
| Maximum No. Trainees |  |  |  |  |
| Others               |  |  |  |  |

\*Lower Income Project Area Residents. A Section 3 qualifying person is one whose household resides in Boulder County and whose income does not exceed the income limit for the size of household as per the Section 8 Income Limits for Boulder County.

---

Company

## VI. REQUIRED CONTRACT FORMS

***The following sections contain documents the Contractor must complete and submit prior to contract execution.***

CERTIFICATION OF BIDDER REGARDING SECTION 3  
*NOTICE: Due by Contractor **PRIOR TO** Contract Execution (over \$100,000)*

\_\_\_\_\_  
Name of Prime Contractor

\_\_\_\_\_  
Project Name and Number

The undersigned hereby certifies that:

- A. The positions listed under Part B that have been filled by \_\_\_\_\_  
(Name of Prime Contractor)

were not filled to circumvent the contractor's obligation to provide employment opportunities, including training positions, for Section 3 residents, as required by Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations, 24 CFR Part 135.

- B. Employment positions filled since \_\_\_\_\_.  
(Date of Selection)

Employment Positions Filled:

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

- C. No employment positions have been filled since \_\_\_\_\_.  
(Date of Selection)

\_\_\_\_\_  
Name and Title of Signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### SECTION 3 CERTIFICATION FOR BUSINESS

*NOTICE: Due by Contractor **PRIOR TO** Contract Execution (over \$100,000)*

Project Name: \_\_\_\_\_ Contract Number: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

It is the policy of the Congress and the purpose of the federal Section 3 policy to ensure that the employment and other economic opportunities generated by federal financial assistance for housing, economic and community development programs shall, to the greatest extent feasible, be directed toward low and very low income persons, particularly those who are the recipients of government assistance for housing.

**Does your business qualify as a Section 3 business?**      \_\_\_\_\_ **Yes**      \_\_\_\_\_ **No**

To qualify as a Section 3 business, you must meet one or more of the following three criteria (please check all that apply as per 24 CFR, Subchapter B, Part 135.5):

\_\_\_\_\_ Is owned (51% or more) by Section 3 residents (defined below\*)

\_\_\_\_\_ Employs in permanent, full-time positions, at least 30% persons whom are currently Section 3 residents OR whom were Section 3 residents within three years of the date of first employment with the business

\_\_\_\_\_ Provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to businesses that meet one of the above definitions.

\* Section 3 residents are persons who either live in public housing or are at or below the following income qualifications:

[https://www.hudexchange.info/resource/reportmanagement/published/HOME\\_IncomeLmts\\_State\\_CO\\_2015.pdf](https://www.hudexchange.info/resource/reportmanagement/published/HOME_IncomeLmts_State_CO_2015.pdf)

| COUNTY  | Type of Household | 1 Person | 2 Person | 3 Person | 4 Person | 5 Person | 6 Person | 7 Person | 8 Person |
|---------|-------------------|----------|----------|----------|----------|----------|----------|----------|----------|
| BOULDER | Low Income        | \$46,100 | \$52,650 | \$59,250 | \$65,800 | \$71,100 | \$76,350 | \$81,600 | \$86,900 |

I certify that the above information is accurate, and agree to provide records upon request for verification of my eligibility as a Section 3 business.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Date

## PERFORMANCE AND PAYMENT BONDING REQUIREMENTS

*NOTICE: Due by Contractor **PRIOR TO** Contract Execution (over \$100,000)*

State of Colorado regulations require a Grantee and/or its contractor (or subcontractors) performing the work to secure the following:

**PAYMENT BOND.** A "payment bond" is one executed in connection with a contractor to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. A Payment Bond is required on the part of the contractor for one- hundred percent (100%) of the contract price. The bond shall be obtained from a company holding a certificate of authority as an acceptable surety. A certified or cashier's check or a bank money order may be accepted in lieu of a bond.

**PERFORMANCE BOND.** A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A Performance Bond is required on the part of the contractor for one-hundred percent (100%) of the contract price. The bond shall be obtained from a company holding a certificate of authority as an acceptable surety. A certified or cashier's check or a bank money order may be accepted in lieu of a bond.

## PERFORMANCE BOND

*NOTICE: Due by Contractor **PRIOR TO** Contract Execution (over \$100,000)*

We, \_\_\_\_\_,  
(Name of Contractor or Company)  
contractor under \_\_\_\_\_ contract # \_\_\_\_\_  
(Name of OWNER) (Contract Number)  
(hereafter "THE CONTRACT") as PRINCIPAL and \_\_\_\_\_, as Surety, a  
(Name of Surety)  
corporation organized under the laws of the State of \_\_\_\_\_ and authorized to  
(State)  
transact business in the State of Colorado, with an office at \_\_\_\_\_,  
(Address)  
hereby bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally,  
to the \_\_\_\_\_, Colorado, (OWNER) as Obligee, in the amount of \_\_\_\_\_  
(OWNER) (Contract Amount)  
DOLLARS, in United States currency, for the performance of THE CONTRACT.

WHEREAS, the PRINCIPAL (Contractor) entered into THE CONTRACT with the \_\_\_\_\_  
(OWNER)  
dated \_\_\_\_\_, 20\_\_\_\_, for \_\_\_\_\_  
(Project Name and Location)  
according to the plans and specifications contained in THE CONTRACT, a copy of which is made a part  
hereof;

The conditions of this Performance Bond are that, if the PRINCIPAL (Contractor) fully and faithfully:

- a) completes the work strictly according to the terms of the CONTRACT, and;
- b) for a period of one year after the issuance of the Notice of Project Construction Acceptance or until all warranty work is completed, repairs or replaces where required (or pays the cost thereof) all work performed under the terms of the CONTRACT;

then this bond is null and void. Otherwise, upon written notification from the OWNER, the Surety shall take one of the following actions at the Surety's expense:

1. Arrange for the PRINCIPAL (Contractor), with consent of the OWNER, to perform and complete THE CONTRACT; or
2. Undertake to perform and complete THE CONTRACT itself, through its agents or through independent contractors. (The Surety is then bound by all of the provisions of THE CONTRACT);  
or

3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of THE CONTRACT, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with a performance bond and a labor and material bond executed by qualified sureties equivalent to the bonds issued on THE CONTRACT, and pay to the OWNER the amount of all damages incurred by the OWNER due to the default of PRINCIPAL (Contractor) including correction of defective work (if any), additional legal, design professional and delay costs, and the cost of completion of THE CONTRACT subject to the amount of this bond. In addition to these conditions, this bond includes, by reference, all applicable provisions stated in § 38-26-106, C.R.S., as amended.

If the Surety does not commence performance of the Work or cause commencement of performance of the work within ten days from the date of the written notification from the OWNER, the OWNER may take over the CONTRACT and, without prejudice to any other remedies, complete the CONTRACT and the PRINCIPAL and Surety are liable to the OWNER for all damages incurred by OWNER due to the default of PRINCIPAL (Contractor) including correction of defective work (if any), additional legal, design professional and delay costs, and the cost of completion of THE CONTRACT subject to the amount of this bond.

THE SURETY, for value received, agrees that no extension of time, change in, addition to, or other modification of the terms of THE CONTRACT or Work to be performed shall in any way affect its obligation on this bond and the Surety hereby waives notice of any such extension of time, change, addition or modifications.

The OWNER shall bring any action against the Surety on this bond no later than two years from the published date of Final Settlement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

WITNESS

\_\_\_\_\_

PRINCIPAL

By its President

\_\_\_\_\_

WITNESS

\_\_\_\_\_

SURETY

\_\_\_\_\_, TITLE

BY: \_\_\_\_\_  
Its Attorney-in-fact

**NOTE:** Date of BOND must not be prior to date of Contract. If the Contractor is Partnership, all partners should execute BOND.

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

## PAYMENT BOND

*NOTICE: Due by Contractor **PRIOR TO** Contract Execution (over \$100,000)*

Know all people by these presents that:

\_\_\_\_\_  
(Name of Contractor or Company)

\_\_\_\_\_  
(Address)

A \_\_\_\_\_ hereinafter called PRINCIPAL, and \_\_\_\_\_  
(Corporation/Partnership) (Name of Surety Company)

\_\_\_\_\_  
(Address)

hereinafter called SURETY, are held and firmly bound unto

\_\_\_\_\_  
(Name of OWNER)

\_\_\_\_\_  
(OWNER's Address)

hereinafter called OWNER, in the penal sum of \$ \_\_\_\_\_ Dollars in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain CONTRACT with the OWNER dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

PROJECT NAME: \_\_\_\_\_

NOW THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, SUB-CONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such CONTRACT, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK whether by SUB-CONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the CONTRACT or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, and this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

PRINCIPAL:

\_\_\_\_\_  
(By its President)

\_\_\_\_\_  
Witness as to Principal

SURETY:

\_\_\_\_\_  
Title

By \_\_\_\_\_  
(Its Attorney-in-fact)

\_\_\_\_\_  
Witness as to Surety

**NOTE:** Date of BOND must not be prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners should execute BOND.

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

## VII. ADDITIONAL FORMS/DOCUMENTS FOR USE DURING CONTRACT TERM

***The following sections contain documents the Contractor must complete and submit periodically for the life of the Contract.***

### **SUMMARY OF CONTENTS AND SUBMITTAL REQUIREMENTS:**

**1. Certified Payroll Form (WH 347)**

To be turned in for each week of job from each contractor/subcontractor with each pay request. Can use your own payroll documents as long as all information required on this form is included on your own payroll forms. You are required to include page 2 certification statement. If you are using your own payroll format you may attach the certification form the back of the WH-347.

If additional wage classifications are needed for this job and are not shown on the applicable wage decision, call the contract administrator for help with requesting an additional classification to be added/approved.

**2. Payroll Deduction Authorization for “other deductions” on Certified Payroll (Only if applicable)**

**3. Section 3 Monthly Report for Contractor and Subcontractor**

- Contractor and subcontractor are required to submit a Monthly Compliance Form and an Employee Data and Certification form for all new hires.
- Contractor and Subcontractor are required to submit a Notice of termination and job problems related to Section 3 eligible workers.
- Contractor payment requests may be held until all reporting requirements have been met.

**4. Section 3 Employee Data Certification**

**5. Section 3 Posted Notice to Project Residents**

A fillable form is available at the following link: <https://www.dol.gov/whd/forms/wh347.pdf>

Rev. Dec. 2008

| NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>                     |                                |                        |                  | ADDRESS               |  |                      |  | OMB No.: 1235-0008<br>Expires: 02/28/2018 |  |                         |                |                |                           |      |                         |  |  |       |                     |                                  |  |
|---|--------------------------------|------------------------|------------------|-----------------------|--|----------------------|--|---|--|-------------------------|----------------|----------------|---------------------------|------|-------------------------|--|--|-------|---------------------|----------------------------------|--|
| PAYROLL NO.   |                                | FOR WEEK ENDING        |                  |                       |  | PROJECT AND LOCATION |  |   |  | PROJECT OR CONTRACT NO. |                |                |                           |      |                         |  |  |       |                     |                                  |  |
| (1)   | (2)                            | (3)                    | (4) DAY AND DATE |                       |  |                      |  |   |  | (5)                     | (6)            | (7)            | (8) DEDUCTIONS            |      |                         |  |  | (9)   |                     |                                  |  |
| NAME AND INDIVIDUAL IDENTIFYING NUMBER<br>(e.g., LAST FOUR DIGITS OF SOCIAL SECURITY<br>NUMBER) OF WORKER | NO OF<br>EMPLOYERS<br>EMPLOYED | WORK<br>CLASSIFICATION | O<br>R<br>S<br>T | HOURS WORKED EACH DAY |  |                      |  |   |  |                         | TOTAL<br>HOURS | RATE<br>OF PAY | GROSS<br>AMOUNT<br>EARNED | FICA | WITH-<br>HOLDING<br>TAX |  |  | OTHER | TOTAL<br>DEDUCTIONS | NET<br>WAGES<br>PAID<br>FOR WEEK |  |
|   |                                |                        |                  |                       |  |                      |  |   |  |                         |                |                |                           |      |                         |  |  |       |                     |                                  |  |
|   |                                |                        | O                |                       |  |                      |  |   |  |                         |                |                |                           | /    |                         |  |  |       |                     |                                  |  |
|   |                                |                        | S                |                       |  |                      |  |   |  |                         |                |                |                           | /    |                         |  |  |       |                     |                                  |  |
|   |                                |                        | O                |                       |  |                      |  |   |  |                         |                |                |                           | /    |                         |  |  |       |                     |                                  |  |
|   |                                |                        | S                |                       |  |                      |  |   |  |                         |                |                |                           | /    |                         |  |  |       |                     |                                  |  |
|   |                                |                        | O                |                       |  |                      |  |   |  |                         |                |                |                           | /    |                         |  |  |       |                     |                                  |  |
|   |                                |                        | S                |                       |  |                      |  |   |  |                         |                |                |                           | /    |                         |  |  |       |                     |                                  |  |
|   |                                |                        | O                |                       |  |                      |  |   |  |                         |                |                |                           | /    |                         |  |  |       |                     |                                  |  |
|   |                                |                        | S                |                       |  |                      |  |   |  |                         |                |                |                           | /    |                         |  |  |       |                     |                                  |  |
|   |                                |                        | O                |                       |  |                      |  |   |  |                         |                |                |                           | /    |                         |  |  |       |                     |                                  |  |
|   |                                |                        | S                |                       |  |                      |  |   |  |                         |                |                |                           | /    |                         |  |  |       |                     |                                  |  |
|   |                                |                        | O                |                       |  |                      |  |   |  |                         |                |                |                           | /    |                         |  |  |       |                     |                                  |  |
|   |                                |                        | S                |                       |  |                      |  |   |  |                         |                |                |                           | /    |                         |  |  |       |                     |                                  |  |
|   |                                |                        | O                |                       |  |                      |  |   |  |                         |                |                |                           | /    |                         |  |  |       |                     |                                  |  |
|   |                                |                        | S                |                       |  |                      |  |   |  |                         |                |                |                           | /    |                         |  |  |       |                     |                                  |  |

(over)

Date \_\_\_\_\_

I, \_\_\_\_\_  
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the  
(Contractor or Subcontractor)

\_\_\_\_\_ ; that during the payroll period commencing on the  
(Building or Work)

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ from the full  
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|-------------------|-------------|
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

**PAYROLL DEDUCTION AUTHORIZATION FORM**  
**"OTHER DEDUCTIONS" ON CERTIFIED PAYROLL**  
*NOTICE: For Davis Bacon Act-Applicable Projects Only*  
*Contractors place this form on Company Letterhead*

Project Name: \_\_\_\_\_

Employee's Name: \_\_\_\_\_

I, \_\_\_\_\_, hereby authorize \_\_\_\_\_ to  
(Employee Name) (Name of Employer/Company)

deduct \$ \_\_\_\_\_ from my paycheck.

This deduction is for:

|                      |                            |                      |
|----------------------|----------------------------|----------------------|
| _____ Loan Repayment | _____ Retirement           | _____ Profit Sharing |
| _____ Advance        | _____ Charitable Donations |                      |
| _____ Savings Bonds  | _____ Insurance Premiums   |                      |
| _____ Other: _____   |                            |                      |

This deduction is to be made:

\_\_\_\_\_ One time only \_\_\_\_\_ Weekly \_\_\_\_\_ Monthly \_\_\_\_\_ times over \_\_\_\_\_ weeks

\_\_\_\_\_ Other: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

You may make payroll deductions as permitted by DOL regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick-back" (i.e. give up or return to the employer) any of their earnings other than those identified.

You need to submit this documentation only one time per employee, unless changes in deductions or durations take place.

**\*If deductions are being made for child support, a copy of the court ordered withholding must be included.**

## SECTION 3 MONTHLY COMPLIANCE REPORT

*NOTICE: For Contracts over \$100,000*

Project Name: \_\_\_\_\_ Contract Number: \_\_\_\_\_

Contractor Name: \_\_\_\_\_ For the Month of: \_\_\_\_\_

### A. Hiring - Select one:

- ☐ I have not hired any new employees during the month specified.
- ☐ I have hired \_\_\_\_ Section 3 employees, and/or \_\_\_\_ non-Section 3 employees during the month.

### B. Recruitment

- ☐ I have taken one or more of the following recruitment steps to hire a Section 3 resident with the highest training and employment priority ranking: (check all that apply)
- ☐ I have made the Regional Workforce Solutions Center, and/or the Regional Workforce website the initial contact for all new hires.
- ☐ I have advertised to fill vacancy (ies) at the site(s), where work is taking place, in connection with this project. Below, I have checked the steps I have taken to find Section 3 low-income residents, from the targeted groups and neighborhoods, to fill any vacancies.
- ☐ Placed signs or posters in prominent places at project site(s).
- ☐ Taken photographs of the above item to document that the above step was carried out.
- ☐ Distributed employment flyers to the administrative office of the local Public Housing Authority.
- ☐ Contacted employment referrals or Youthbuild Program referrals.
- ☐ Kept a log of all applicants and indicated the reasons why Section 3 residents who applied were not hired.
- ☐ Retained copies of any employment applications completed by Public Housing Authority, Section 8 certificate or voucher holders or other Section 3 residents.
- ☐ Sent a notice about Section 3 training and employment requirements and opportunities to labor organizations or to worker representatives with whom our firm has a collective bargaining or other agreement.

### C. Verification

- ☐ I have attached proof of all checked items.
- ☐ I hereby certify that the above information is a true and correct.

\_\_\_\_\_  
Signature of Authorized Representative of Contractor/Subcontractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

## EMPLOYEE DATA CERTIFICATION FORM

*NOTICE: For Contracts over \$100,000*

The U.S. Department of Housing and Urban Development (HUD) requires that Boulder County Collaborative document the income of newly hired persons working on federally-funded construction projects. This form may also be utilized as supportive documentation for **Section 3 Certifications for Business form** and is intended to comply with HUD Community Development Block Grant requirements.

### Section I

Applicant's Name: \_\_\_\_\_ Job Title: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**What is your race?** (Circle one)

**WHITE**

**BLACK/AFRICAN AMERICAN**

**ASIAN**

**AMERICAN INDIAN/ALASKAN NATIVE**

**NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER**

**BLACK/AFRICAN AMERICAN & WHITE**

**ASIAN & WHITE**

**OTHER MULTIRACIAL**

Is your family of Hispanic origin? (Circle one) **YES** **NO**

Do you currently reside in Public Housing? If yes, you do not need to fill out the rest of this form.  
(Circle one) **YES** **NO**

Have you been unemployed in the last 3 years? If yes, you do not need to fill out the rest of this form.  
(Circle one) **YES** **NO**

### **Section II**

How many people are in your family? (Circle one) 1 2 3 4 5 6 7 8+

What is your family's gross annual income (before taxes)? \_\_\_\_\_

I certify that all of the above information is true and correct to the best of my knowledge.

\_\_\_\_\_  
Employee Signature

DATE: \_\_\_\_\_

### SECTION 3 POSTED NOTICE TO PROJECT RESIDENTS

*NOTICE: For Contracts over \$100,000*

The project \_\_\_\_\_ is being funded by the U.S. Department of Housing and Urban Development under the - Disaster Recovery Funding Program. This notice complies with the Boulder County Collaborative Section 3 Plan and is intended to inform the public, in particular project residents, of the economic opportunities (jobs) created through the use of the federal award.

Contractor/subcontractor intends to hire for the following positions:

| Number of jobs | Title | Description of Qualifications/Licensure /Certification |
|----------------|-------|--|
|                |       |  |
|                |       |  |
|                |       |  |
|                |       |  |

#### Section 3 preferences:

1. Persons residing in the project area and who are of low- to very-low-income
2. Participants in HUD Youthbuild
3. Homeless Persons
4. Residents of the local Public Housing Authority
5. Residents of the local Section 8 Housing Assistance Program units

For more information including job applications, apprenticeships, training positions, and qualifications, contact:

Name of Contractor: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: Phone: \_\_\_\_\_

Estimated construction start date: \_\_\_\_\_

REQUIRED JOBSITE POSTERS  
*See proceeding pages*

# Equal Employment Opportunity is THE LAW

## Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

### **DISABILITY**

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

### **AGE**

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

### **SEX (WAGES)**

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

### **GENETICS**

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

### **RETALIATION**

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

### **WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED**

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at [www.eeoc.gov](http://www.eeoc.gov) or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at [www.eeoc.gov](http://www.eeoc.gov).

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## Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

### **INDIVIDUALS WITH DISABILITIES**

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

### **DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS**

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

### **RETALIATION**

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at [OFCCP-Public@dol.gov](mailto:OFCCP-Public@dol.gov), or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

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## Programs or Activities Receiving Federal Financial Assistance

### **RACE, COLOR, NATIONAL ORIGIN, SEX**

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in Educational programs or activities which receive Federal financial assistance.

### **INDIVIDUALS WITH DISABILITIES**

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of activities employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

## FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

|                         |   |
|-------------------------|---|
| <b>PREVAILING WAGES</b> | You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.  |
| <b>OVERTIME</b>         | You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.   |
| <b>ENFORCEMENT</b>      | Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment. |
| <b>APPRENTICES</b>      | Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.   |
| <b>PROPER PAY</b>       | If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:   |

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:  
**1-866-4-USWAGE**  
(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**



# Boulder County Transportation Department

## Construction Management Requirements for External Construction Management

Project Name: \_\_\_\_\_

BOCO Project No: \_\_\_\_\_

Consultant Project Manager: \_\_\_\_\_

Federal Project No. \_\_\_\_\_

BOCO Project Manager: \_\_\_\_\_

Contractor: \_\_\_\_\_

|                   | TASK  | COMMENT  | APPROVED   |      |            |
|-------------------|---|--|------------|------|------------|
|                   |   |  | Consultant | BOCO | Contractor |
| 1.0 ADMINSTRATIVE |   |  |            |      |            |
| 1.1               | Schedule and conduct Pre-Construction meeting with agenda and notes [Project Engineer, Construction, or Consultant] | Agenda and notes by:                             |            |      |            |
| 1.2               | Set up weekly progress meeting  | DAY:                      TIME:                  |            |      |            |
| 1.3               | Set up monthly pay estimate meeting   | DAY:                      TIME:                  |            |      |            |
| 1.4               | Submit all methodology requirements prior to start of work  |  |            |      |            |
| 1.5               | File all APPROVED required submittals start of work/mobilization  | Consultant to approve with concurrence from BOCO |            |      |            |
| 1.6               | File all required Certificates of Compliance prior to start of work/mobilization                                    |  |            |      |            |

|  |   |           |  |  |  |
|--|---|-----------|--|--|--|
| <b>2.0 SUPERVISION OF CONSTRUCTION</b> |   |           |  |  |  |
| 2.1                                    | Set up testing schedule                       | As needed |  |  |  |
| 2.2                                    | Obtain lab and technician(s) certification(s) | As needed |  |  |  |

|      | TASK   | COMMENT  | APPROVED   |      |            |
|------|--|--|------------|------|------------|
|      |  |  | Consultant | BOCO | Contractor |
| 2.3  | Obtain and file Buy America certification(s) prior to any placement of those items on the project site.        | Note to BOCO Project Manager: Check for most recent requirements prior to project advertisement  |            |      |            |
| 2.4  | Obtain and file scale Operator certification(s)  | Greater than 2500 Tons or as requested   |            |      |            |
| 2.5  | Obtain and file scale certification(s)   | Greater than 2500 Tons or as requested   |            |      |            |
| 2.6  | Maintain photo Documentation of Project  | Must be provided in digital (e.g. jpeg) format (e.g. jpeg). File/Log shall contain picture number, time, date and location.                            |            |      |            |
| 2.7  | Maintain legible Daily Diaries, ,Construction Documentation, Inspection Reports and any other pertinent forms. | All documentation must be available on-site and ready for review at any time   |            |      |            |
| 2.8  | Maintain and sign Daily Time Count   | Contractor is required to sign the form and counts shall be recorded at the end of each week..   |            |      |            |
| 2.9  | Complete Pay Quantity Documentation (CDOT Form 266)  | Forms will be reviewed bi-monthly for Pay Estimate quantification  |            |      |            |
| 2.10 | Obtain and file tickets for import materials   | Acceptable format is an Xcel spreadsheet or 10 key tape. It must be checked and signed by two people , which includes the original creator of the file |            |      |            |
| 2.11 | Create, maintain and file Contract Modification Orders use (CDOT Form 90)                                      | Must be submitted to Boulder County for review and approval. Work cannot be completed prior to signed order.   |            |      |            |
| 2.12 | Maintain and file Traffic Control Inspections  |  |            |      |            |
| 2.13 | Attend Contractor's Progress and Safety Meetings   |  |            |      |            |
| 2.14 | Monitor Project Financial Status   | May use CDOT Form 205 or as requested  |            |      |            |
| 2.15 | Prepare and Submit Monthly Progress Reports  | Submit to Boulder County for Review  |            |      |            |
| 2.16 | Review and Approve Contractor's Monthly Pay Requests   | Submit to Boulder County for review and processing   |            |      |            |
|      | Work with Boulder County to Resolve Contractor Claims and Disputes   |  |            |      |            |
|      | Communicate Public Concerns and Inquiries to Boulder County  |  |            |      |            |

### 3.0 EROSION CONTROL

|     | TASK  | COMMENT | APPROVED   |      |            |
|-----|---|---------|------------|------|------------|
|     |   |         | Consultant | BOCO | Contractor |
| 3.1 | Keep copy of CDPS Permit on site and in file at all times   |         |            |      |            |
| 3.2 | Keep copy of 404 Permit on site and in file at all times  |         |            |      |            |
| 3.3 | Keep copy of De-Watering Permit on site and in file at all times  |         |            |      |            |
| 3.4 | Keep copy of an updated Erosion Control Documentation on site and in file at all times. Review updates as they occur. |         |            |      |            |

#### 4.0 MATERIALS

|     |   |  |  |  |  |
|-----|---|--|--|--|--|
| 4.1 | Perform Project Acceptance Samples and Testing  |  |  |  |  |
| 4.2 | Obtain and check Laboratory Verification Test Documentation as needed. All documentation must be on file. |  |  |  |  |
| 4.3 | Review and Provide Approved Sources of Material   | Submit to Boulder County for Review          |  |  |  |
| 4.4 | Review Mix Designs  | To be submitted to Boulder County for Review |  |  |  |
| 4.5 | Check Final Materials Documentation   |  |  |  |  |

#### 5.0 SAFETY

|     |   |                   |  |  |  |
|-----|---|-------------------|--|--|--|
| 5.1 | Check implementation of Contractor's Traffic Control Plan                             | Ongoing / On file |  |  |  |
| 5.2 | Check that Compliance of Contractor's & Consultant's Safety Plans are being performed | Ongoing           |  |  |  |
| 5.3 | Check that the work zone is safe and secure   | Ongoing           |  |  |  |

#### 6.0 FINALS

|     |   |  |  |  |  |
|-----|---|--|--|--|--|
| 6.1 | Conduct Final Project Inspection                                | With Boulder County Staff                  |  |  |  |
| 6.2 | Write Final Project Acceptance Letter                           | With Concurrence from Boulder County Staff |  |  |  |
| 6.3 | Obtain Final As-Constructed Plans from Contractor or Consultant |  |  |  |  |
| 6.4 | Conduct Final Review of Quantities, Plans and Pay Requests      |  |  |  |  |

|     | TASK   | COMMENT  | APPROVED   |      |            |
|-----|--|--|------------|------|------------|
|     |  |  | Consultant | BOCO | Contractor |
| 6.5 | Check Final Material Documentation and Certifications                                      |  |            |      |            |
| 6.6 | Check Final Construction Management and Inspection Documentation                           | All Documents should be scanned PDF and placed on a USB Drive for submission to Boulder County |            |      |            |
| 6.7 | Submit All Final Bound Documentation CM & I to Boulder County within 60 Days of Acceptance | <b>Final billing will not be made to the Consultant until completed and submitted</b>          |            |      |            |

## OVERALL APPROVAL

Consultant Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Boulder County Representative: \_\_\_\_\_ Date: \_\_\_\_\_

| PROJECT NOTES |  |
|---------------|--|
|               |  |
|               |  |
|               |  |
|               |  |
|               |  |
|               |  |
|               |  |

**BOULDER COUNTY  
TRANSPORTATION DEPARTMENT**



**Minimum Guideline for Sampling and Testing**

April 1, 2013

**Boulder County Transportation Minimum Guideline for Sampling and Testing**  
**Final Version April 1, 2013**

| <b>Pay Item</b>             | <b>Type of Test</b>  | <b>Sampling &amp; Testing Frequency</b>  |
|-----------------------------|--|--|
| 203 Embankment              | In-Place Density   | 1 per 2000 cu yds. Or a fraction thereof of embankment placed. (or as specified by Construction Inspector, Project Engineer or contract) |
| 203 Embankment              | Moisture Density Curve   | 1 per soil type.   |
| 206 STR. Backfill (Class 1) | Gradation  | 1 per 200 cu yds. (or as per contract)   |
| 206 STR. Backfill (Class 1) | Moisture Density Curve   | 1 per source. (or as per contract)   |
| 206 STR. Backfill (Class 1) | In Place Density   | 1 per 200 cu yds. (or as per contract)   |
| 206 STR. Backfill (Class 2) | Moisture Density Curve   | 1 per source. (or as per contact)  |
| 206 STR. Backfill (Class 2) | In Place Density   | 1 per 200 cu yds. or fraction thereof  |
| 207 Topsoil                 | Boulder County may elect to use the CDOT Field Materials Manual 2013. Schedule (Quality Assurance) for Minimum Materials Sampling, Testing and Inspection. |  |
| 304 Aggregate Base Course   | Gradation  | 1 per 2000 tons or fraction thereof.   |
| 304 Aggregate Base Course   | In-Place Density   | 1 per 2000 tons or fraction thereof or as specified by the Construction Inspector, Project Engineer or contract.                         |
| 304 Aggregate Base Course   | Moisture-Density Curve   | 1 per source.  |
| 306 Reconditioning          | In Place Density   | 1 per 5000 sq. yds. or a fraction thereof.   |
| 306 Reconditioning          | Moisture-Density Curve   | 1 per type.  |

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|---------------------------|------------------------------------|---|
| 403 HMA                   | Asphalt Content                    | 1 per 1500 within the first 2 days of paving (or as specified by Project Engineer or Contract)  |
| 403 HMA                   | Binder                             | 1 per mix design.   |
| 403 HMA                   | Gradation                          | 1 per 1500 tons or a fraction thereof of mix produced (or as specified by Project Engineer or Contract)   |
| 403 HMA                   | In-Place Density                   | Top Lift 1 per 500 tons or a fraction thereof of mix placed. Bottom Lift 1 per 1000 (or as specified by Project Engineer or Contract)             |
| 403 HMA                   | Theoretical Max. SP Gravity (RICE) | 1 per project location (or as specified by Construction Inspector, Project Engineer)  |
| 403 HMA                   | Air Voids                          | 1 per mix design or as specified by Project Engineer, Construction Inspector (or as specified by contract)  |
| 403 HMA                   | Longitudinal Joint Density         | 1 per 5000 Linear FT. or fraction thereof.  |
| 601 Structural Concrete   | Air Content, Slump, Unit Weight    | 1 per set (5) of cylinders per day. Or as specified by Project Engineer, Construction Inspector (or as specified Slump, Unit Weight by Contract). |
| 601 Structural Concrete   | Compressive Strength               | 1 set (5) per 200cu yds. or fraction thereof or as specified by Project Engineer, Construction Inspector (or as specified by Contract)            |
| 608 Sidewalk and Bikeways | Air Content, Slump, Unit Weight    | 1 per 1000 sq. yds. or fraction thereof. or as specified by Project Engineer, Construction Inspector (or as specified by Contract)                |

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|---------------------|---------------------------------|--|
| 608 Sidewalk        | Compressive Strength            | 1 set (5) of cylinders per 1000 sq. yd. or fraction thereof. and Bikeways as specified by Project Engineer, Construction Inspector (or as specified by Contract) |
| 609 Curb and Gutter | Air Content, Slump, Unit Weight | 1 per 2000 lin. ft. or fraction thereof.   |
| 609 Curb and Gutter | Compressive Strength            | 1 set (5) of cylinders per 2000 lin. ft. or fraction thereof.  |

**This document will be used as a general guideline and may be modified for specific projects or site conditions or the contract document requirements are greater than minimum testing guidelines.**

# Boulder County Transportation Secure FTP

## Instructions for Installing WinSCP and Connecting to

## Boulder County Transportation SFTP Files

UserID: cmirfp

Password: Tz7RcGXa3!

First, download the latest version of WinSCP:

Click on the link, <http://winscp.net/eng/index.php>.

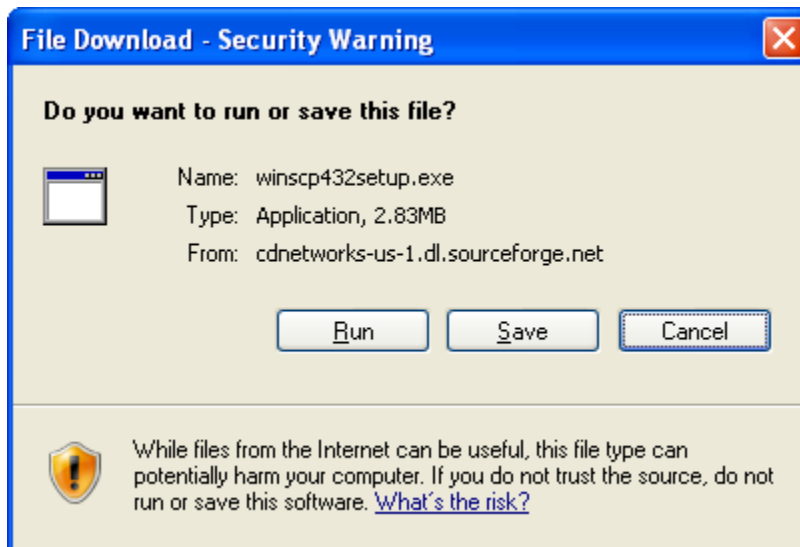
Click on “[Go to Download page]” under “WinSCP 5.5 released”, or whatever the latest version is. (This website changes frequently, so you may need to search for the correct link.)

**\*\*Do NOT click on “Download WinSCP Free\*\***

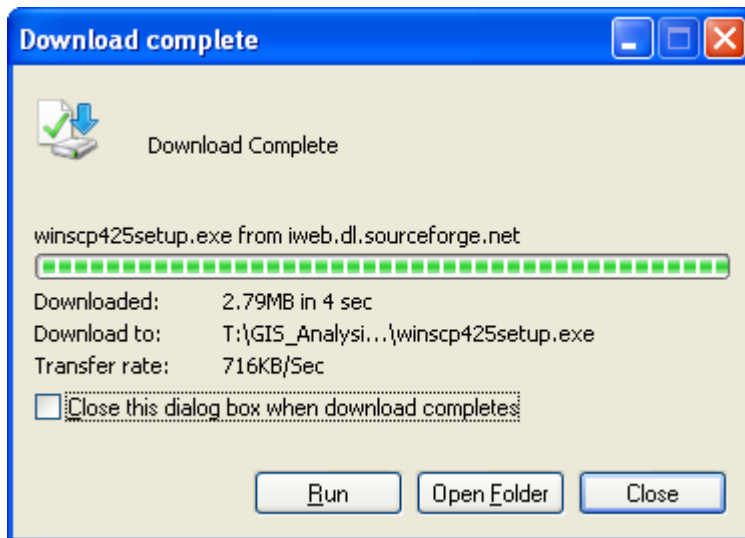
Click on “Installation package” under “WinSCP 5.5”.

**\*\*Ignore the advertisement\*\***

If WinSCP has not started to download, at the top of the page click on “Direct download” in blue.



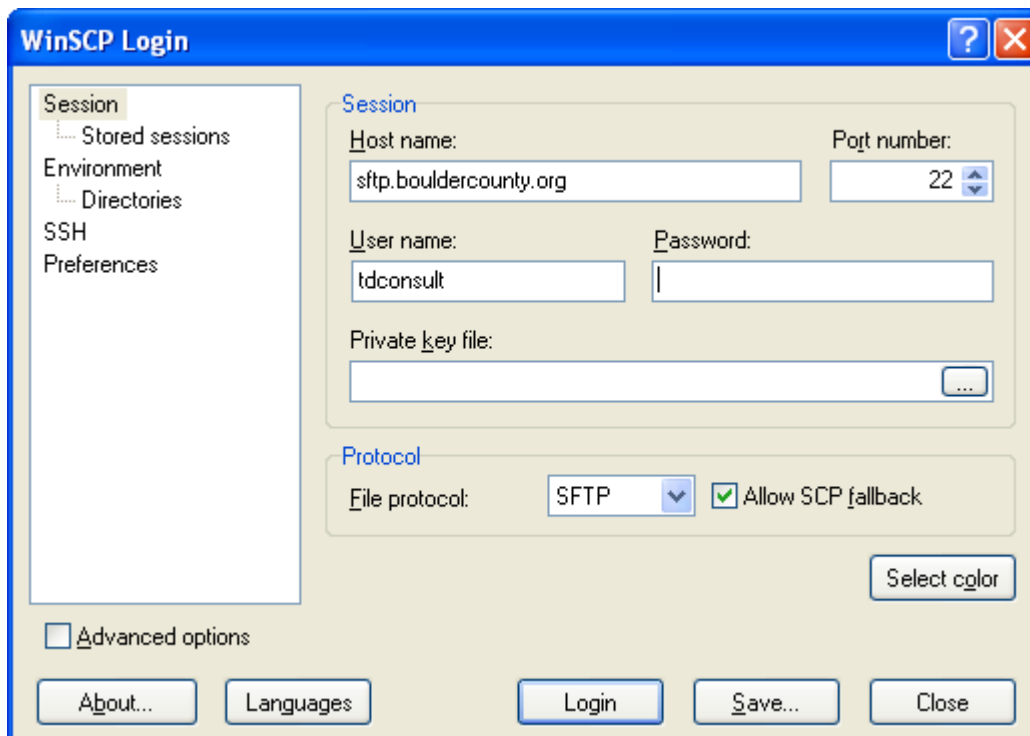
Select “Save”. Save the file in a secure place should you need to run it again.



Select “Run” once the file has been downloaded.

Installation is pretty straightforward. Do not install “WeFi”. It is not part of the WinSCP software. Make sure to select “Commander Interface” when prompted.

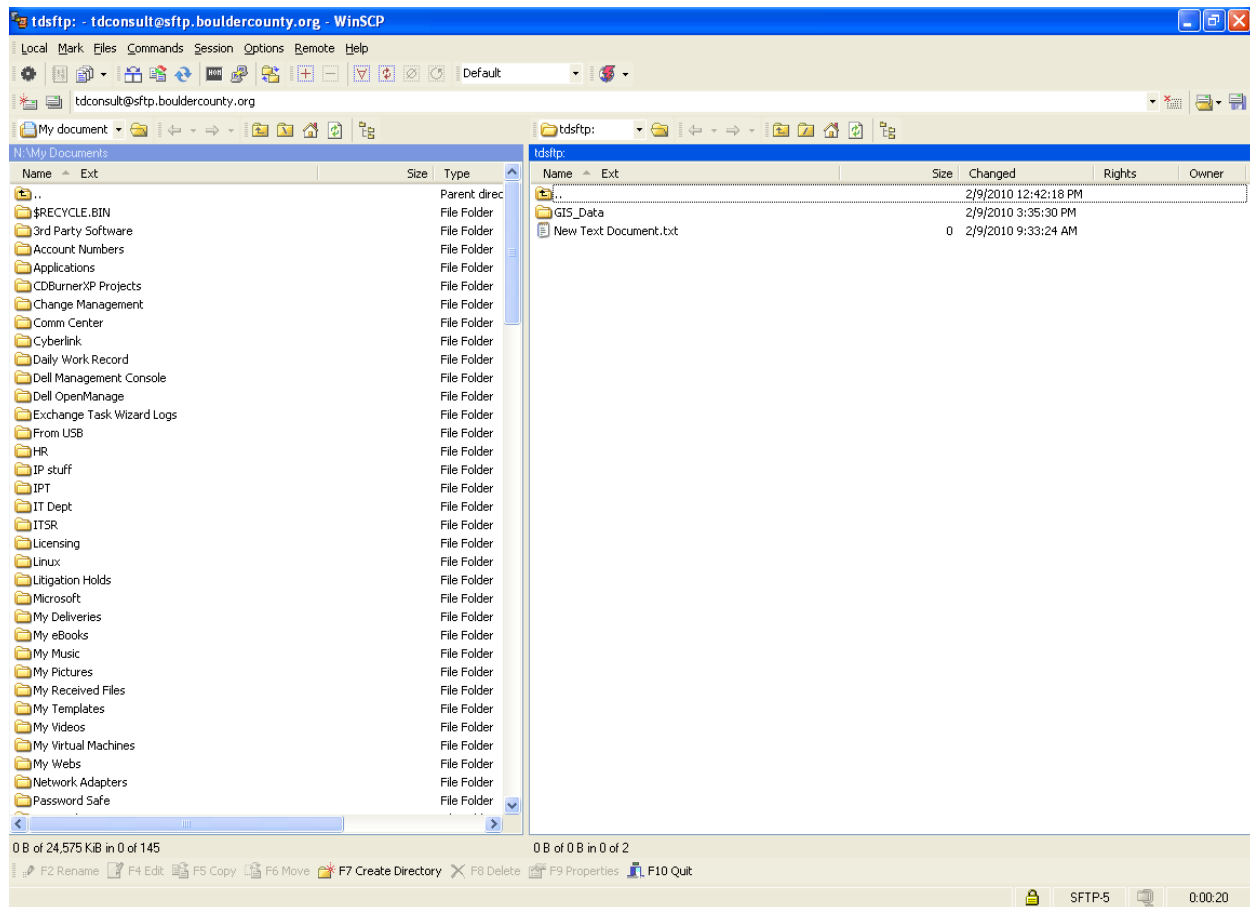
Run WinSCP. You will see a window like this:



Enter ‘sftp.bouldercounty.org’ under “Host name”. Stay with Port number 22. Enter the user name and password (provided to you separately).

Leave the “Private key file” empty. However, after you select “Login”, you will be asked if you trust the site (sftp.bouldercounty.org) you are connecting to. Simply select “yes”.

The “Commander Interface” will open and look something like this:



Boulder County Transportation’s files are listed on the right. Simply drag and drop files either direction as needed into the CMIRFP file.

Should you have any questions, feel free to contact Dave Watson at:

[dwatson@bouldercounty.org](mailto:dwatson@bouldercounty.org)

303-441-3850

Sr. GIS Specialist

Boulder County Transportation